

**City of Miami Beach - City Commission Meeting  
Commission Chambers, 3rd Floor, City Hall  
1700 Convention Center Drive  
September 8, 2004**

Mayor David Dermer  
Vice-Mayor Richard L. Steinberg  
Commissioner Matti Herrera Bower  
Commissioner Simon Cruz  
Commissioner Luis R. Garcia, Jr.  
Commissioner Saul Gross  
Commissioner Jose Smith

City Manager Jorge M. Gonzalez  
City Attorney Murray H. Dubbin  
City Clerk Robert E. Parcher

Visit us on the Internet at [www.miamibeachfl.gov](http://www.miamibeachfl.gov) for agendas and video "streaming" of City Commission Meetings.

**ATTENTION ALL LOBBYISTS**

**Chapter 2, Article VII, Division 3 of the City Code of Miami Beach entitled "Lobbyists" requires the registration of all lobbyists with the City Clerk prior to engaging in any lobbying activity with the City Commission, any City Board or Committee, or any personnel as defined in the subject Code sections. Copies of the City Code sections on lobbyists laws are available in the City Clerk's office. Questions regarding the provisions of the Ordinance should be directed to the Office of the City Attorney.**

Call to Order - 9:00 a.m.  
Inspirational Message, Pledge of Allegiance  
Requests for Additions, Withdrawals, and Deferrals

**Presentations and Awards**

PA Presentations and Awards

**Consent Agenda**

C2 Competitive Bid Reports  
C4 Commission Committee Assignments  
C6 Commission Committee Reports  
C7 Resolutions

**Regular Agenda**

R2 Competitive Bid Reports  
R5 Ordinances  
R6 Commission Committee Reports  
R7 Resolutions  
R9 New Business and Commission Requests  
R10 City Attorney Reports

**Reports and Informational Items**

**Miami Beach**



*"We are committed to providing excellent public service  
and safety to all who live, work, and play in our vibrant, tropical, historic community."*

**PA - Presentations and Awards**

- PA1 Key To The City And Certificate Of Appreciation To Be Presented To David Wallack For Donating \$5,500 Dollars To Purchase A New Miami Beach Police K-9 Dog. (Page 2)  
(Police Department)  
(Deferred from July 28, 2004)
- PA2 Proclamation Declaring September 15 To October 15, 2004, Hispanic Heritage Month In The City Of Miami Beach.  
(City Manager's Office)
- PA3 Presentation Of The FPL Energy Efficiency Upgrade Rebate To City Of Miami Beach.  
(Convention Center)
- PA4 Certificate Of Appreciation To Be Presented To The Miami Beach Fire Department For Receiving Full Accreditation From The Commission On Fire Accreditation International.  
(City Manager's Office)
- PA5 Certificates Of Appreciation To Be Presented To Miami Beach Police Chief Don De Lucca, Assistant Police Chief Pat Schneider, And Key Biscayne Police Chief Chuck Press, For Their Assistance In Mayor's Black Host Committee Hip Hop Symposium.  
(Requested by Mayor David Dermer)

**CONSENT AGENDA**

**Action:**  
**Moved:**  
**Seconded:**  
**Vote:**

**C2 - Competitive Bid Reports**

- C2A Request For Approval To Purchase One (1) 2005 Sterling LT7500 Truck Chassis With A 12 Cubic Yard Dump Body, From Atlantic Truck Center, Pursuant To Florida State Contract No. 03-11-0825, In The Amount Of \$81,622. (Page 5)  
(Fleet Management)
- C2B Request For Approval To Award Contracts To Austin Tupler Trucking And Rinker Materials As Primary And Secondary Vendors As Stated Herein, Pursuant To Invitation To Bid No. 30-03/04, For The Supply And Delivery Of Rock, Soil And Sand, In The Estimated Annual Amount Of \$100,000. (Page 8)  
(Public Works)

**C2 - Competitive Bid Reports** (Continued)

- C2C Request For Approval To Award Contracts To Superior Landscaping & Lawn Service As Primary Vendor For All Locations, And To Country Bills Lawn Maintenance, Luke's Landscaping And Everglades Environmental Care As Secondary Vendors Based On The Lowest And Best Bid Received For Each Location, Pursuant To Invitation To Bid No. 31-03/04, For A Three Year Contract To Provide Grounds Maintenance Services, In The Estimated Annual Amount Of \$433,159.  
(Page 13)

(Parks & Recreation)

- C2D Request For Approval To Award A Contract To International Data Depository (IDD), Pursuant To Invitation To Bid No. 5-03/04, For Records Management And Services, In The Estimated Annual Amount Of \$37,925.40, And Closing Account Fee In The Amount Of \$11,000 Upon Termination Of Contract.  
(Page 18)

(Procurement)

**C4 - Commission Committee Assignments**

- C4A Referral To The Planning Board - Amendment To City Code Concerning The Procedures For Appeals To The City Commission From The Design Review Board. (Page 24)  
(Requested by Commissioner Jose Smith)

- C4B Referral To The Finance And Citywide Projects Committee Regarding The Proposed A.I. Boymelgreen Project At Fifth Street And Alton Road. (Page 26)  
(Economic Development)

- C4C Referral To The Neighborhood/Community Affairs Committee - Discussion Regarding The Possible Application Of A National Register Of Historic Places District In North Beach. (Page 28)  
(Planning Department)

- C4D Referral To The Neighborhood/Community Affairs Committee - An Ordinance Regulating The Swales.  
(Page 34)  
(City Manager's Office)

**C6 - Commission Committee Reports**

- C6A Report Of The Special Finance And Citywide Projects Committee Meeting Of July 22, 2004: 1)  
Discussion Of The FY 2004/05 Budget. (Page 45)

**C6 - Commission Committee Reports** (Continued)

- C6B Report Of The Neighborhood/Community Affairs Committee Meeting Of July 26, 2004: **1)** Discussion Regarding City Code Chapter 2, Article III "Agencies, Boards And Committees," Section 2-22(5) Thereof Establishing Term Limits Of Board And Committee Members, By Providing That Said Term Limits Should Not Include Time Served As A Result Of Having Filled A Vacancy; Providing For Repealer, Severability, Codification, And An Effective Date; **2)** Discussion Regarding The Rebranding Efforts For The Electrowave; **3)** Discussion Regarding The Placement Of A Commemorative Plaque In The Victory Garden, Honoring The Late Joseph Villari; And **4)** Discussion Regarding Sarmiento Outdoor Advertising. (Page 47)
- C6C Report Of The Finance And Citywide Projects Committee Meeting Of August 18, 2004: **1)** Discussion Regarding The Proposed Issuance Of City Of Miami Beach Water And Sewer System Revenue And Refunding Bonds Series 2004A And 2004B; **2)** Discussion Regarding A Proposed Revision To The Sidewalk Café Ordinance; **3)** Discussion Regarding The Implementation Of A Trust Fund In Order To Help The Family In Financial Distress Of Late Co-Worker Joseph Johnson; **4)** Discussion Regarding The Jackie Gleason Theater Senior Citizen And Student Community Benefit Fund; And **5)** Discussion On Policy Guidelines Concerning The Vacation Of City Owned Property. (Page 89)

**C7 - Resolutions**

- C7A A Resolution Accepting The Recommendation Of The City Manager Pertaining To The Ranking Of Qualifications Received Pursuant To Request For Qualifications (RFQ) No. 08-03/04, For Engineering, Urban Design, And Landscape Architecture Services Needed For The Planning, Design, Bid And Award, And Construction Administration Of Phases III, IV, And V Of The South Pointe Streetscape Improvement Project; Authorizing The Administration To Enter Into Negotiations With The Top-Ranked Firm Of Chen And Associates; And Should The Administration Not Be Able To Negotiate An Agreement With The Top-Ranked Firm, Authorizing The Administration To Negotiate With The Second-Ranked Firm Of Wolfberg Alvarez And Partners; And Should The Administration Not Be Able To Negotiate An Agreement With The Second-Ranked Firm, Further Authorizing The Administration To Negotiate With The Third-Ranked Firm Of Keith And Schnars, P.A. (Page 102)  
(Capital Improvement Projects)
- C7B A Resolution Approving And Authorizing The Mayor And City Clerk To Execute Amendment No. 2 To The Agreement Between The City And Arthur Hills And Associates Dated October 8, 1997, In An Amount Not-To-Exceed \$192,624 For The Provision Of Additional Professional Services, Necessary For The Renovation Of The Normandy Shore Golf Course Project; And Further Appropriating The Same Amount From The Series 2000 Stormwater Bond Interest Fund. (Page 115)  
(Capital Improvement Project)



**C7 - Resolutions** (Continued)

- C7C A Resolution Finding And Declaring The Existence Of A Valid Public Emergency; And Approving A Waiver, By 5/7ths Vote, Of The Competitive Bidding Process; Authorizing Participation In The State Of Florida's "Sales Tax Recovery Program" As Offered By The Department Of Management Services (DMS) Through Its Construction Manager, McCartney Construction, Inc., In Conjunction With The Colony Theater Construction Project; Awarding Agreements To The Following Vendors, To Provide Goods And Services For The Completion Of The Colony Theater Project: Miami Stagecraft, In The Amount Of \$176,579; Mavco, In The Amount Of \$87,651; Farrey's Hardware, In The Amount Of \$33,364; Federal Millwork, In The Amount Of \$43,492; Irwin Seating, In The Amount Of \$120,542; And Interamerica Stage, In The Amount Of \$216,183. (Page 130)  
(Capital Improvement Project)
- C7D A Resolution Appropriating Funds, In The Amount Of \$240,000 From The Series 2000 Water And Sewer Bond Interest Funds For Use As A Contingency For The Previously Approved 25<sup>th</sup> Street Water Tanks And Pumping Station Project. (Page 135)  
(Capital Improvement Project)
- C7E A Resolution Authorizing The Issuance Of Request For Qualifications (RFQ) No. 42-03/04 For Engineering, Urban Design, And Landscape Architecture For Design, Bid And Award, And Construction Administration Services For The Biscayne Point Right Of Way Infrastructure Improvement Project. (Page 140)  
(Capital Improvement Project)
- C7F A Resolution Authorizing The Issuance Of Request For Qualifications (RFQ) No. 41-03/04 For Engineering, Urban Design, And Landscape Architecture For Design, Bid And Award, And Construction Administration Services For The North Shore Right Of Way Infrastructure Improvement Project. (Page 157)  
(Capital Improvement Project)
- C7G A Resolution Authorizing The City Manager, Chief Of Police And City Clerk To Execute A Mutual Aid Agreement With The City Of Coral Gables, Florida, For The Purpose Of Coordinating Law Enforcement Planning, Operations, And Mutual Aid Benefit Between The City Of Miami Beach And The City Of Coral Gables. (Page 174)  
(Police Department)
- C7H A Resolution Accepting The Recommendation Of The Neighborhood/Community Affairs Committee Regarding The Placement Of A Commemorative Plaque In The Victory Garden, Honoring The Late Joseph J. Villari; And Setting A Public Hearing To Consider The Placement Of Said Plaque, In Accordance With Section 82-504 Of The City Code. (Page 185)  
(Economic Development)

**C7 - Resolutions** (Continued)

- C7I A Resolution Setting A Public Hearing For October 13, 2004, On The Proposed Uses Of The Local Law Enforcement Block Grant Funds; Further Granting Retroactive Approval For The City Manager Or His Designee To Submit A Grant Application For Said Grant; While Leveraging Appropriated City Funds As Needed; While, Appropriating The Grant As Approved And Accepted By The City And Authorizing The Mayor, City Manager, And City Clerk To Execute All Necessary Documents Related To This Application. (Page 190)  
(Grants Management)
- C7J A Resolution Retroactively Approving And Authorizing The City Manager Or His Designee To Submit A Grant Application To Miami-Dade County Office Of Safe Neighborhood Parks For Specified/Per Capita Series 2005 Funding, In The Amount Of \$28,710, From The Remaining Allocation Available To The City Of Miami Beach For The North Shore Open Space Park Project. (Page 195)  
(Grants Management)
- C7K A Resolution Retroactively Approving And Authorizing The Placement Of Ten (10) Banners For The MTV Video Music Awards Show, To Be Held Sunday, August 29, 2004, At The American Airlines Arena, In The City Of Miami, As Requested By The Applicant, AAA Flag And Banner, At The Following City Of Miami Beach Locations: Seven (7) Collins Avenue From 15 To 19 Streets; Three (3) Washington Avenue From 12 To 13 Streets; Said Banners To Be Affixed To Light Poles In The Public Right-Of-Way, Measuring 3 Feet X 7 Feet And Having Copy And Design As Shown On The Attached Drawings; And To Be Installed And Removed In Accordance With All Other Applicable City Requirements; The Administration Further Recommends That These Banners Be Installed No Earlier Than Saturday, August 14, 2004 And Removed No Later Than Sunday, August 29, 2004.  
(Page 202)  
(Tourism & Cultural Development)
- C7L A Resolution Waiving By 5/7ths Vote, The Formal Competitive Bidding Requirements And Authorizing The Administration To Issue Purchase Orders To Royce Parking Control Systems, Inc., The Sole Source Distributor Of Federal A.P.D. Parking Equipment In The Amount Of \$37,163.17.  
(Page 213)  
(Parking Department)
- C7M A Resolution Authorizing The City Manager To Execute With The Florida Department Of Transportation (FDOT), A Public Purpose Lease Agreement For Redevelopment, Revitalization And Beautification Of The North Shore Community Improvement District On Collins Avenue From 63rd Street (Alton Road) To 75th Street And On Normandy Drive From Collins Avenue To Rue Notre Dame. (Page 216)  
(Public Works)

**C7 - Resolutions** (Continued)

- C7N A Resolution Accepting The Recommendation Of The City Manager Pertaining To The Ranking Of Qualifications Received Pursuant To Request For Qualifications (RFQ) No. 26-03/04, For Building Inspection Services To Develop An Immediate Needs Assessment And A Five Year Plan For Capital Repair, And Replacement Requirements And An Annual Maintenance Requirement Plan; Authorizing The Administration To Enter Into Negotiations With The Top-Ranked Firm Of Post Buckley Schuh And Jernigan (PBS&J); And Should The Administration Not Be Able To Negotiate An Agreement With The Top-Ranked Firm, Authorizing The Administration To Negotiate With The Second-Ranked Firm Of MC Harry Associates. (Page 229)  
(Public Works)
- C7O A Resolution Authorizing The Administration To Issue A Request For Proposals (RFP) For Claim Administration Services For The City Of Miami Beach Self-Insured Workers' Compensation Program. (Page 240)  
(Risk Management)

**End of Consent Agenda**



## **PA - Presentations and Awards**

- PA1 Key To The City And Certificate Of Appreciation To Be Presented To David Wallack For Donating \$5,500 Dollars To Purchase A New Miami Beach Police K-9 Dog.

(Police Department)  
(Deferred from July 28, 2004)

- PA2 Proclamation Declaring September 15 To October 15, 2004, Hispanic Heritage Month In The City Of Miami Beach.

(City Manager's Office)

- PA3 Presentation Of The FPL Energy Efficiency Upgrade Rebate To City Of Miami Beach.

(Convention Center)

- PA4 Certificate Of Appreciation To Be Presented To The Miami Beach Fire Department For Receiving Full Accreditation From The Commission On Fire Accreditation International.

(City Manager's Office)

- PA5 Certificates Of Appreciation To Be Presented To Miami Beach Police Chief Don De Lucca, Assistant Police Chief Pat Schneider, And Key Biscayne Police Chief Chuck Press, For Their Assistance In Mayor's Black Host Committee Hip Hop Symposium.

(Requested by Mayor David Dermer)

AGENDA ITEM PA1-5  
DATE 9-8-04

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**CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY**

**Condensed Title:**

Request For Approval To Purchase One (1) 2005 Sterling LT7500 Truck Chassis With A 12 Cubic Yard Dump Body, From Atlantic Truck Center, Pursuant To Florida State Contract No. 03-11-0825, In The Amount Of \$81,622.00.

**Issue:**

Shall the Commission approve the purchase?

**Item Summary/Recommendation:**

The 2005 Sterling LT7500 Chassis with 12 Cubic Yard Dump Body is being purchased by the Fleet Management Fund. The vehicle being replaced, no. 615-1, is 24 years old, no longer functional, and repair costs exceed its value. The replacement vehicle will be used by the Sewer Division in the excavation and removal of debris.


The Administration recommends approving the purchase.

**Advisory Board Recommendation:**

n/a

**Financial Information:**

| Source of Funds: |              | Amount      | Account   | Approved |
|------------------|--------------|-------------|---|----------|
|                  | 1            | \$81,622.00 | 510.1780.000673 Fleet Management Replacement Fund |          |
|                  | 2            |             |   |          |
|                  | 3            |             |   |          |
|                  | 4            |             |   |          |
|                  | <b>Total</b> | \$81,622.00 |   |          |

  
Finance Dept.

**City Clerk's Office Legislative Tracking:**

Andrew Terpak

**Sign-Offs:**

| Department Director   |          | Assistant City Manager  | City Manager  |
|-----------------------|----------|---|---|
| AET _____<br>GL _____ | FB _____ | RCM  | JMG  |

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AGENDA ITEM C2A  
DATE 9-8-04



# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** September 8, 2004

**From:** Jorge M. Gonzalez  
City Manager

A handwritten signature of Jorge M. Gonzalez in black ink.

**Subject:** **REQUEST FOR APPROVAL TO PURCHASE ONE (1) 2005 STERLING LT7500 TRUCK CHASSIS WITH A 12 CUBIC YARD DUMP BODY, FROM ATLANTIC TRUCK CENTER, PURSUANT TO FLORIDA STATE CONTRACT NO. 03-11-0825, IN THE AMOUNT OF \$81,622.00.**

### ADMINISTRATION RECOMMENDATION:

Approve the purchase.

### BID AMOUNT AND FUNDING:

\$81,622.00                      Fleet Management Replacement Fund                      510.1780.000673

### ANALYSIS:

The vehicle is recommended to be purchased pursuant to Florida State Contract No. 03-11-0825.

Funding for the 2005 Sterling LT7500 Chassis with 12 Cubic Yard Dump Body is available in the Fleet Management Fund. This vehicle will be used daily by the Sewer Division in the excavation and removal of debris. The vehicle being replaced is 24 years old, no longer functional, and repair costs exceed the value of the truck.

The vehicle listed below has met or exceeded the established criteria for replacement:

| Veh#   | Dept. | Year | Make/Model    | Mi./Hours | Life to Date Maintenance | Condition  |
|--------|-------|------|---------------|-----------|--------------------------|------------|
| 0615-1 | 420   | 1981 | International | 48,969    | \$60,457.00              | Inoperable |

The criteria are based on age, mileage, maintenance, engine hours (one engine hour idling = 35 miles), and overall condition of the vehicle. The life to date maintenance includes all costs associated with the vehicle, including, but not limited to, repairs, routine maintenance, accidents and other damage.

The Administration recommends that the City Commission approve the purchase of one (1) 2005 Sterling LT7500 Truck Chassis with a 12 cubic yard Dump Body from Atlantic Truck Center, in the amount of \$81,622.00, pursuant to Florida State Contract No. 03-11-0825.

JMO/RSM/FB/GL/AET/mo

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**CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY**



**Condensed Title:**

Request for Approval to Award Contracts to Primary and Secondary Vendors, Pursuant to Invitation to Bid No. 30-03/04, for the Supply and Delivery of Rock, Soil and Sand, in the Estimated Annual Amount of \$100,000.

**Issue:**

Shall the City Commission Approve the Award to Primary and Secondary vendors?

**Item Summary/Recommendation:**

The purpose of Invitation to Bid No. 30-03/04 (the "Bid") is to establish a contract, by means of sealed bids, for the supply and delivery of rock, soil and sand, on an as needed basis, from a source(s) of supply that will give prompt and efficient service.

The contract shall remain in effect from time of award by the Mayor and City Commission until September 30, 2005, and may be renewed by mutual agreement for two additional years.

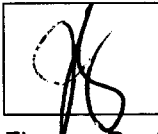
The lowest and best bids per line item were received from Austin Tupler Trucking and Rinker Materials. Austin Tupler has been in business for 40 years, and Rinker Materials for over 88 years, as a supplier of aggregates.

APPROVE THE AWARD OF CONTRACTS.

**Advisory Board Recommendation:**

N/A

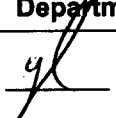

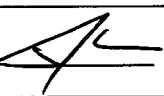
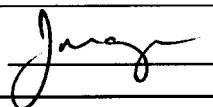
**Financial Information:**

| Source of Funds:   |       | Amount       | Account                              | Approved |
|--|-------|--------------|--------------------------------------|----------|
|  | 1     | \$45,000.00  | 425.0410.000343 Water Division       |          |
|  | 2     | \$30,000.00  | 425.0420.000343 Sewer Division       |          |
|  | 3     | \$15,000.00  | 427.0427.000323 Storm Water Division |          |
|  | 4     | \$10,000.00  | 011.0840.000343 Streets Division     |          |
| <br>Finance Dept. | Total | \$100,000.00 | (Estimated Annual Amount)            |          |

**City Clerk's Office Legislative Tracking:**

Gus Lopez, Ext. 6641

**Sign-Offs:**

| Department Director  |  | Assistant City Manager  | City Manager  |
|--|--|---|---|
| GL  | FB  | RCM  | JGM  |

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** September 8, 2004

**From:** Jorge M. Gonzalez  
City Manager

**Subject:** **REQUEST FOR APPROVAL TO AWARD CONTRACTS TO AUSTIN TUPLER TRUCKING AND RINKER MATERIALS AS PRIMARY AND SECONDARY VENDORS AS STATED HEREIN, PURSUANT TO INVITATION TO BID NO. 30-03/04, FOR THE SUPPLY AND DELIVERY OF ROCK, SOIL AND SAND, IN THE ESTIMATED ANNUAL AMOUNT OF \$100,000.**

### **ADMINISTRATION RECOMMENDATION**

Approve the Award of Contracts.

### **BID AMOUNT AND FUNDING**

|                  |   |
|------------------|---|
| \$ 45,000        | Account Number 425.0410.000343 Water Division       |
| \$ 30,000        | Account Number 425.0420.000343 Sewer Division       |
| \$ 15,000        | Account Number 427.0427.000323 Storm Water Division |
| <u>\$ 10,000</u> | Account Number 011.0840.000343 Streets Division     |
| <b>\$100,000</b> | <b>Total (Estimated Annual Amount)</b>              |

### **ANALYSIS**

The purpose of Invitation to Bid No. 30-03/04 (the "Bid") is to establish a contract, by means of sealed bids, for the supply and delivery of rock, soil and sand, on an as needed basis, from a source(s) of supply that will give prompt and efficient service.

The contract shall remain in effect from time of award by the Mayor and City Commission until September 30, 2005. Providing the successful bidder will agree to maintain the same price, terms and conditions of the current contract, this contract could be extended for an additional two (2) years, on a year-to-year basis, if mutually agreed upon by both parties.

The Bid was issued on July 14, 2004, with an opening date of August 12, 2004. BidNet issued bid notices to five prospective bidders. Additionally, the Procurement Division sent the bid announcement to the Blue Book online bidding system, the Florida Bid Reporting Service and the Small Business Administration SubNet database to further increase vendor outreach. The notices resulted in the receipt of two (2) bids.

The lowest and best bids received per line item are shown on the attached Bid Tabulation. Austin Tupler Trucking has been in business for 40 years, and Rinker Materials for over 88 years as suppliers of aggregates.

**RECOMMENDATION**

Based on the analysis of the bids received, it is recommended that the City award contracts to AUSTIN TUPLER TRUCKING and RINKER MATERIALS as primary and secondary vendors as stated in the Bid Tabulation.

**BID TABULATION**

See attached Bid Tabulation.

ITB 30-03/04  
 Bid Tabulation

|   |                 |                       | RINKER MATERIALS   |             | AUSTIN TUPLER      |             | Lowest bid per line item |
|---|-----------------|-----------------------|--------------------|-------------|--------------------|-------------|--------------------------|
| Item                                    | Description     | Estimated Annual Qty. | Price per Ton      | Total \$    | Price Per Ton      | Total \$    | Total \$                 |
| 1                                       | Screening Sand  | 3,400 Tons            | <b>(P) \$16.75</b> | \$56,950.00 | \$17.57            | \$59,738.00 | <b>\$56,950.00</b>       |
| 2                                       | Lime Rock       | 2,000 Tons            | \$12.75            | \$25,500.00 | <b>(P) \$11.02</b> | \$22,040.00 | <b>\$22,040.00</b>       |
| 3                                       | Ballast Rock #4 | 600 Tons              | \$15.75            | \$9,450.00  | <b>(P) \$12.97</b> | \$7,782.00  | <b>\$7,782.00</b>        |
| 4                                       | Pea Rock        | 600 Tons              | \$17.75            | \$10,650.00 | <b>(P) \$16.27</b> | \$9,762.00  | <b>\$9,762.00</b>        |
| 5                                       | ASTM Rock # 57  | 1,100Tons             | * \$15.75          | \$17,325.00 | <b>(P) \$14.82</b> | \$16,302.00 | <b>\$16,302.00</b>       |
| <b>Total:</b>                           |                 |                       | \$ 119,875.00      |             | \$ 115,624.00      |             | \$112,836.00             |
| <b>Delivery after Receipt of Order:</b> |                 |                       | 3 Days             |             | 2 days             |             |                          |
| <b>Minimum Acceptable Order:</b>        |                 |                       | 23 Ton Approx.     |             | 22 Ton             |             |                          |

Rinker Materials offered a 1" aggregate as alternate to ASTM Rock # 57.

(P) indicates primary vendor

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**CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY**



**Condensed Title:**

Request for Approval to Award Multiple Contracts to Primary and Secondary Vendors Based on the Lowest and Best Bid Received for Each Location, Pursuant to Invitation To Bid No. 31-03/04, for A Three Year Contract to Provide Grounds Maintenance Services, in the Estimated Annual Amount Of \$433,159.

**Issue:**

Shall the City Commission Approve the Award of Contracts?

**Item Summary/Recommendation:**

The purpose of Invitation to Bid No. 31-03/04 (the "Bid") is to establish a contract with a qualified vendor for the provision of grounds maintenance service as specified in the specifications.

The maintenance period shall begin 10 days after receipt of a notice to proceed, and continue for a period of three (3) years, pending available funding. The City of Miami Beach has the option to renew the contract at its sole discretion for an additional two (2) year periods on a year-to-year basis.


The primary vendor, Superior Landscaping, has been in business for 25 years as a grounds maintenance provider. Contractor will procure Performance Bond in the amount of \$300,000, and a Payment Bond in the amount of \$150,000 per year for the duration of the contract.

APPROVE THE AWARD OF CONTRACTS.

**Advisory Board Recommendation:**

N/A


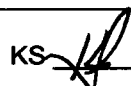
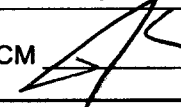
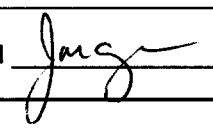
**Financial Information:**

| Source of Funds:   |              | Amount              | Account   | Approved |
|--|--------------|---------------------|---|----------|
| <br>Finance Dept. | 1            | \$433,159.00        | Professional Services Account # 011.0940.000312 |          |
|  | 2            |                     |   |          |
|  | 3            |                     |   |          |
|  | 4            |                     |   |          |
|  | <b>Total</b> | <b>\$433,159.00</b> |   |          |

**City Clerk's Office Legislative Tracking:**

Gus Lopez, Ext. 6641

**Sign-Offs:**

| Department Director   | Assistant City Manager  | City Manager  |
|---|---|---|
| GL  KS  | RCM  | JGM  |



# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

To: Mayor David Dermer and  
Members of the City Commission

Date: September 8, 2004

From: Jorge M. Gonzalez  
City Manager

Subject: **REQUEST FOR APPROVAL TO AWARD CONTRACTS TO SUPERIOR LANDSCAPING & LAWN SERVICE AS PRIMARY VENDOR FOR ALL LOCATIONS, AND TO COUNTRY BILLS LAWN MAINTENANCE, LUKES' LANDSCAPING, AND EVERGLADES ENVIRONMENTAL CARE AS SECONDARY VENDORS BASED ON THE LOWEST AND BEST BID RECEIVED FOR EACH LOCATION, PURSUANT TO INVITATION TO BID NO. 31-03/04, FOR A THREE YEAR CONTRACT TO PROVIDE GROUNDS MAINTENANCE SERVICES, IN THE ESTIMATED ANNUAL AMOUNT OF \$433,159.**

### ADMINISTRATION RECOMMENDATION

Approve the Award.

### BID AMOUNT AND FUNDING

\$433,159      Funds are available from Professional Services Account Number 011.0940.000312

### ANALYSIS

The purpose of Invitation to Bid No. 31-03/04 (the "Bid") is to establish a contract with a qualified vendor for the provision of grounds maintenance service for Julia Tuttle Causeway, Mac Arthur Causeway, Fifth Street, Palm Island, Hibiscus Island, Star Island, Collins Avenue medians (from 40<sup>th</sup> to 60<sup>th</sup> Street) and Marseille Drive, as specified in the specifications.

The Bid was issued on June 29, 2004, with an opening date of August 11, 2004. BidNet issued bid notices to four prospective bidders. Additionally, the Procurement Division sent the bid announcement to the Blue Book online bidding system, the Florida Bid Reporting Service and the Small Business Administration SubNet database to further increase vendor outreach. The notices resulted in the receipt of four (4) bids.

The maintenance period shall begin 10 days after receipt of a notice to proceed, and continue for a period of three (3) years, pending available funding. The City of Miami Beach has the option to renew the contract at its sole discretion for an additional two (2) year periods on a year-to-year basis. Prior to the renewal due date, the prices may be reconsidered for adjustment due to increases or decreases in labor costs; but in no event will the prices be increased or decreased by a percentage greater than the percentage change reflected in the Consumer Price Index (C.P.I.) as published by the U.S. Department of Labor.

The bid results show a savings of \$631.12 per year if two primary vendors were awarded contracts as follows: award of contract to Superior Landscaping and Lawn Service for all locations except Collins Avenue; award of contract to Lukes' Landscaping for Collins Avenue location. It has been determined by the Parks Division that the cost associated with the administration of two contracts would exceed the annual savings realized from the award of contracts as stated above.

Based on the analysis of the four (4) responsive bids received, it is recommended that the City Commission approve the award of a contract to Superior Landscaping & Lawn Service as primary vendor for all locations, and to Country Bills Lawn Maintenance, Lukes' Landscaping and Everglades Environmental Care as secondary vendors based on the lowest and best bid received for each location.

The Bid total (\$370,159.70) includes 30 full service visits annually for all locations except Palm, Hibiscus and Star Islands which require 34 full service visits annually. The project manager may, at his discretion authorize the Contractor to perform additional work, including, but not limited to, mowing, trimming, weeding, edging, litter pickup, repairs and replacements ("**grounds maintenance service type work under normal circumstances**") when the need for such work arises. The Project Manager will request quote(s) from the contractor which may be negotiated as required to obtain a fair and reasonable price. Should negotiations be unsuccessful, the Project Manager may request quotes from other contractors for the additional work. Contingency funds in the amount of \$63,000 (17% of contract amount) are available for additional work.

The primary vendor, Superior Landscaping, has been in business for 25 years as a grounds maintenance provider. Contractor will procure Performance Bond in the amount of \$300,000, and a Payment Bond in the amount of \$150,000 per year for the duration of the contract. The Procurement Division obtained favorable references from the following agencies:

- **City of Sunrise/ William Ginter:** "They have provided services since 2002. I would recommend this company."
- **U.S. Southern Command Headquarters / Rolando Mesa:** "Overall satisfaction is excellent. We recommend them highly."
- **Miami Beach Convention Center / Joe Herrera:** "Excellent Company to work with."

### **CONCLUSION**

Based on the analysis of the bids received, it is recommended that the City award the contract to SUPERIOR LANDSCAPING & LAWN SERVICE as primary vendor for all locations, and TO COUNTRY BILLS LAWN MAINTENANCE, LUKES' LANDSCAPING, and EVERGLADES ENVIRONMENTAL CARE as secondary vendors based on the lowest and best bid received for each location.

### **BID TABULATION**

See attached Bid Tabulation.

ITB No. 31-03/04  
Bid Tabulation

| Item | Description  | Qty. | SUPERIOR LANDSCAPING |                  | COUNTRY BILLS |              | LUKES' LANDSCAPING |              | EVERGLADES ENVIRONMENTAL |              | LOWEST PER LOCATION |              |
|------|--|------|----------------------|------------------|---------------|--------------|--------------------|--------------|--------------------------|--------------|---------------------|--------------|
|      |  |      | Unit Price           | Total \$         | Unit Price    | Total \$     | Unit Price         | Total \$     | Unit Price               | Total \$     | Unit Price          | Total \$     |
| 1    | Julia Tuttle   | 30   | \$4,433.34           | \$133,000.20     | \$5,612.00    | \$168,360.00 | \$4,875.58         | \$146,267.40 | \$5,800.00               | \$174,000.00 | \$4,433.34          | \$133,000.20 |
| 2    | Mac Arthur   | 30   | \$2,181.00           | \$65,430.00      | \$3,050.00    | \$91,500.00  | \$4,005.59         | \$120,167.70 | \$3,000.00               | \$90,000.00  | \$2,181.00          | \$65,430.00  |
| 3    | Fifth Street   | 30   | \$1,322.00           | \$39,660.00      | \$1,586.00    | \$47,580.00  | \$3,326.38         | \$99,791.40  | \$1,650.00               | \$49,500.00  | \$1,322.00          | \$39,660.00  |
| 4    | Palm/Hibiscus  | 34   | \$1,088.68           | \$37,015.12      | \$1,682.00    | \$57,188.00  | \$1,444.47         | \$49,111.98  | \$2,500.00               | \$85,000.00  | \$1,088.68          | \$37,015.12  |
| 5    | Star Island  | 34   | \$1,420.59           | \$48,300.06      | \$2,028.00    | \$68,952.00  | \$1,659.60         | \$56,426.40  | \$2,350.00               | \$79,900.00  | \$1,420.59          | \$48,300.06  |
| 6    | Collins Ave  | 30   | \$1,297.34           | \$38,920.20      | \$1,394.00    | \$41,820.00  | \$1,114.60         | \$33,438.00  | \$1,500.00               | \$45,000.00  | \$1,114.60          | \$33,438.00  |
| 7    | Marseille Drive  | 30   | \$422.84             | \$12,685.20      | \$621.00      | \$18,630.00  | \$557.30           | \$16,719.00  | \$450.00                 | \$13,500.00  | \$422.84            | \$12,685.20  |
|      | Base bid:  |      |                      | \$375,010.78     |               | \$494,030.00 |                    | \$521,921.88 |                          | \$536,900.00 |                     | \$369,528.58 |
|      | Percentage Discount allowed if awarded entire contract : |      |                      |                  |               |              |                    |              |                          |              |                     |              |
|      | Julia Tuttle   |      | 1.5 %                | \$131,005.20 (P) | 2%            | \$164,992.80 | 5%                 | \$138,954.03 | 5%                       | \$165,300.00 |                     |              |
|      | Mac Arthur   |      | 1.5 %                | \$64,448.55 (P)  | 2%            | \$89,670.00  | 5%                 | \$114,159.32 | 5%                       | \$85,500.00  |                     |              |
|      | Fifth Street   |      | 1.5 %                | \$39,065.10 (P)  | 2%            | \$46,628.40  | 5%                 | \$94,801.83  | 5%                       | \$47,025.00  |                     |              |
|      | Palm/Hibiscus  |      | 1.5 %                | \$36,459.89 (P)  | 2%            | \$56,044.24  | 5%                 | \$46,656.38  | 5%                       | \$80,750.00  |                     |              |
|      | Star Island  |      | 1.5 %                | \$47,575.56 (P)  | 2%            | \$67,572.96  | 5%                 | \$53,605.08  | 5%                       | \$75,905.00  |                     |              |
|      | Collins Ave  |      | 0%                   | \$38,920.20 (P)  | 2%            | \$40,983.60  | 5%                 | \$31,766.10  | 5%                       | \$42,750.00  |                     |              |
|      | Marseille Drive  |      | 0%                   | \$12,685.20 (P)  | 2%            | \$18,257.40  | 5%                 | \$15,883.05  | 5%                       | \$12,825.00  |                     |              |
|      | Base Bid w/discount:                                     |      |                      | \$370,159.70     |               | \$484,149.40 |                    | \$495,825.79 |                          | \$510,055.00 |                     |              |
|      | 17% Contingency Funds:                                   |      |                      | \$63,000.00      |               |              |                    |              |                          |              |                     |              |
|      | Total Award:   |      |                      | \$433,159.70     |               |              |                    |              |                          |              |                     |              |

ITB No. 31-03/04  
Bid Tabulation

|    |                                  | SUPERIOR<br>LANDSCAPING | COUNTRY BILLS          | LUKES' LANDSCAPING     | EVERGLADES<br>ENVIRONMENTAL |
|----|----------------------------------|-------------------------|------------------------|------------------------|-----------------------------|
| 8  | HLR Contractor                   | Regular                 | \$35.00                | \$34.00                | \$25.00                     |
|    |                                  | Overtime                | \$50.00                | \$51.00                | \$35.00                     |
| 9  | HLR laborer                      | Regular                 | \$25.00                | \$30.00                | \$20.00                     |
|    |                                  | Overtime                | \$37.00                | \$45.00                | \$30.00                     |
| 10 | HLR Irrigation Tech              | Regular                 | \$35.00                | \$60.00                | \$25.00                     |
|    |                                  | Overtime                | \$52.00                | \$90.00                | \$35.00                     |
| 11 | HLR Equ. Operator                | Regular                 | \$35.00                | \$40.00                | \$55.00                     |
|    |                                  | Overtime                | \$52.50                | \$60.00                | \$75.00                     |
| 12 | HLR Supervisor                   | Regular                 | \$30.00                | \$34.00                | \$25.00                     |
|    |                                  | Overtime                | \$45.00                | \$51.00                | \$35.00                     |
| 13 | HLR Climber                      | Regular                 | \$45.00                | \$34.00                | \$25.00                     |
|    |                                  | Overtime                | \$67.00                | \$51.00                | \$35.00                     |
| 14 | HLR Arborist                     | Regular                 | \$50.00                | \$60.00                | \$35.00                     |
|    |                                  | Overtime                | \$75.00                | \$90.00                | \$50.00                     |
| 15 | HLR Pest Tech                    | Regular                 | \$35.00                | \$34.00                | \$25.00                     |
|    |                                  | Overtime                | \$52.50                | \$51.00                | \$35.00                     |
| 16 | St. Augustine Sod                | Pallet                  | \$190.00               | \$200.08               | \$235.00                    |
| 17 | Bahia Sod                        | Pallet                  | \$165.00               | \$135.00               | \$180.00                    |
| 18 | Cypress Mulch                    | Cubic Yd.               | \$45.00                | \$37.00                | \$38.00                     |
| 19 | Seasonal Color                   |                         | \$1.55 Each            | \$1.50 Each            | 100% Over Vendor's Cost     |
| 20 | Other Materials                  |                         | 50% Over Vendor's Cost | 30% Over Vendor's Cost | 75% Over Vendor's Cost      |
| 21 | NTE Cost plant/tree inst. - Each |                         | \$225.00               | \$150.00               | \$100.00                    |

**CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY**



**Condensed Title:**

Request for Approval to Award a Contract to International Data Depository (IDD), Pursuant to Invitation to Bid No. 5-03/04, for Records Management and Services, in the Estimated Annual Amount of \$37,925.40, and a Closing Account Fee in the Amount of \$11,000 upon Termination of Contract.

**Issue:**

Shall the City Commission Approve the Award to IDD?

**Item Summary/Recommendation:**

The purpose of Invitation to Bid No. 5-03/04 (the "Bid") is to contract with qualified vendor to store the City's current and future records (paper, microfilm, magnetic disc / compact disc) at the vendor's own facility and provide to the City records retention services, including transportation, storage, retrieval, restoration and destruction of documents, as well as facsimile and internet services as needed, in accordance with State of Florida Regulations.

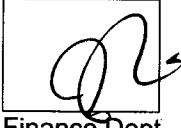
The lowest and best bid was received from International Data Depository. This vendor has been in business for 7 years as a records management and storage provider.

APPROVE THE AWARD

**Advisory Board Recommendation:**

N/A

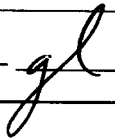
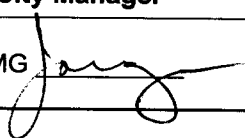
**Financial Information:**

| Source of Funds:   |       | Amount      | Account   | Approved |
|--|-------|-------------|---|----------|
| <br>Finance Dept. | 1     | \$48,925.40 | Various Accounts Citywide allocated by Departments for the storage of records |          |
|  | 2     |             |   |          |
|  | 3     |             |   |          |
|  | 4     |             |   |          |
|  | Total | \$48,925.40 |   |          |

**City Clerk's Office Legislative Tracking:**

GUS LOPEZ, Ext. 6641

**Sign-Offs:**

| Department Director  | Assistant City Manager | City Manager  |
|--|------------------------|---|
| GL  | PDW _____              | JMG  |

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** September 8, 2004

**From:** Jorge M. Gonzalez  
City Manager

**Subject:** **REQUEST FOR APPROVAL TO AWARD A CONTRACT TO INTERNATIONAL DATA DEPOSITORY (IDD), PURSUANT TO INVITATION TO BID NO. 5-03/04, FOR RECORDS MANAGEMENT AND SERVICES, IN THE ESTIMATED ANNUAL AMOUNT OF \$ 37,925.40, AND CLOSING ACCOUNT FEE IN THE AMOUNT OF \$11,000 UPON TERMINATION OF CONTRACT.**

### **ADMINISTRATION RECOMMENDATION**

Approve the Award.

### **BID AMOUNT AND FUNDING**

\$49,925.40 Funds are available from various accounts allocated to Departments for the storage of records.

### **ANALYSIS**

The purpose of Invitation to Bid No. 5-03/04 (the "Bid") is to contract with a qualified vendor to store the City's current and future records (paper, microfilm, magnetic disc / compact disc) at the vendor's own facility and provide to the City records retention services, including transportation, storage, retrieval, restoration and destruction of documents, as well as facsimile and internet services as needed, in accordance with State of Florida Regulations.

The Bid was issued on April 21, 2004, with an opening date of May 27, 2004. BidNet issued bid notices to 32 prospective bidders. Additionally, the Procurement Division sent the bid announcement to two other bid reporting websites to further increase vendor outreach. The notices resulted in the receipt of four (4) bids.

The contract will be in effect upon execution until September 30, 2005. Providing the successful bidder will agree to maintain the same price, terms and conditions of the current contract, this contract could be extended for an additional three (3) years, on a year to year basis, if mutually agreed upon by both parties.

The lowest and best bid was received from International Data Depository (IDD). This vendor has been in business for 7 years as a records management and storage provider. The Procurement Division obtained favorable references from the following agencies:

- **University of Miami/ Marta Garcia:** Quality of service provided: Excellent – *"I am extremely satisfied with their performance. I would highly recommend them!"*
- **Carlton Fields, P.A. / Steve Brodie:** Quality of service provided: Excellent – *"Clean facility, well run."*

The attached tabulation sheet compares all costs associated with records management services. Any costs associated with the closing of accounts with the current vendors are the City's responsibility. Iron Mountain charges \$1.50 per box to permanently withdraw our 14,000 boxes, this is \$21,000. There is an \$11,500 closing account fee payable to IDD for the removal of all boxes upon the termination of the contract. When considering these costs over the 4-year term of the contract, IDD offers the lowest bid.

A timely filed bid protest was submitted by Iron Mountain which argued that conceded that Iron Mountain is the lowest bidder, but argued that they (IDD) is not the best bidder. Specifically, Iron Mountain argued that IDD is not the best bidder when considering their ability to perform the details of the contract promptly, the competency and experience of the vendor, quality of historical performance, and previous compliance with laws and ordinances relating to the contract.

Pursuant to the City's Bid Protest Ordinance, the Administration in consultation with the City Attorney's office, denied Iron Mountain's protest based on the following:

- IDD is the lowest and best bidder;
- IDD currently hosts over 200,000 cubic foot of records for a large number of clients within the South Florida market;
- IDD has stored for the City approximately 146 boxes;
- IDD has provided bonded warehouse space and imaging services for the City. Their performance has been excellent in the different services they have provided to the City; and
- The City obtained references from IDD clients to include the University of Miami and Carlton Fields, P.A. All references were favorable.

## **CONCLUSION**

Based on the analysis of the bids received, it is recommended that the City award the contract to the lowest and best bidder, **INTERNATIONAL DATA DEPOSITORY.**

**ITB No. 5-03/04  
Bid Tabulation**

|  |                      |             | <b>SECURE DATA STORAGE</b> |               | <b>IRON MOUNTAIN</b> |               | <b>IDD</b>         |               | <b>GRM</b>         |               |
|--|----------------------|-------------|----------------------------|---------------|----------------------|---------------|--------------------|---------------|--------------------|---------------|
|  | Estimated Annual Use |             | (\$)<br>Unit Price         | Total(\$)     | (\$)<br>Unit Price   | Total(\$)     | (\$)<br>Unit Price | Total(\$)     | (\$)<br>Unit Price | Total(\$)     |
| <b>Storage Pricing</b>   |                      |             |                            |               |                      |               |                    |               |                    |               |
| * Hard Copy records - Monthly Rental Fee per cu ft.  | 17,000               | x 12 months | 0.50                       | 102,000.00    | 0.135                | 27,540.00     | 0.12               | 24,480.00     | 0.35               | 71,400.00     |
| * Magnetic Records - Monthly Rental Fee per Cu.Ft.   | 51                   | x 12 months | 1.00                       | 612.00        | 0.135                | 82.62         | 5.00               | 3,060.00      | 2.00               | 1,224.00      |
| <b>Management Services Pricing</b>   |                      |             |                            |               |                      |               |                    |               |                    |               |
| Accession Charge (per box)   | 1,600                | Boxes       | 0.10                       | 160.00        | 1.00                 | 1,600.00      | 1.00               | 1,600.00      | 0.00               | 0.00          |
| Retrieval of a Box   | 1,249                | Boxes       | 0.10                       | 124.90        | 1.25                 | 1,561.25      | 1.00               | 1,249.00      | 0.00               | 0.00          |
| Refile of a Box  | 1,249                | Boxes       | 0.10                       | 124.90        | 1.25                 | 1,561.25      | 1.00               | 1,249.00      | 0.00               | 0.00          |
| Retrieval of a File  | 577                  | Files       | 0.10                       | 57.70         | 1.25                 | 721.25        | 1.25               | 721.25        | 0.00               | 0.00          |
| Refile of a File   | 577                  | Files       | 0.10                       | 57.70         | 1.25                 | 721.25        | 1.25               | 721.25        | 0.00               | 0.00          |
| Destruction of a Box   | 20                   | Boxes       | 5.00                       | 100.00        | 2.00                 | 40.00         | 4.00               | 80.00         | 2.00               | 40.00         |
| Permanent withdrawal of Box  | 20                   | Boxes       | 2.00                       | 40.00         | 1.50                 | 30.00         | 0.00               | 0.00          | 0.00               | 0.00          |
| Permanent withdrawal of File   | 3                    | Files       | 2.00                       | 6.00          | 1.50                 | 4.50          | 0.00               | 0.00          | 0.00               | 0.00          |
| <b>Transportation Pricing</b>  |                      |             |                            |               |                      |               |                    |               |                    |               |
| Flat Fee Standard Delivery/Pick-up   | 577                  |             | 0.25                       | 144.25        | 7.00                 | 4,039.00      | 1.00               | 577.00        | 0.00               | 0.00          |
| Flat Fee Rush Delivery/Pick-up   | 34                   |             | 10.00                      | 340.00        | 14.00                | 476.00        | 15.00              | 510.00        | 20.00              | 680.00        |
| Flat Fee After Hours/Weekend/Holiday Delivery/Pick-up  | 1                    |             | 100.00                     | 100.00        | 50.00                | 50.00         | 100.00             | 100.00        | 35.00              | 35.00         |
| <b>Miscellaneous Services</b>  |                      |             |                            |               |                      |               |                    |               |                    |               |
| Scan On Demand Service (each request)  | 12                   | Request     | 1.00                       | 12.00         | 1.00                 | 12.00         | 1.00               | 12.00         | 7.50               | 90.00         |
| Facsimile Service  | 25                   | Pages       | 0.25                       | 6.25          | 0.50                 | 12.50         | 0.50               | 12.50         | 0.15               | 3.75          |
| Special Projects - Hourly Rate   | 8                    | Hours       | 25.00                      | 200.00        | 20.00                | 160.00        | 25.00              | 200.00        | 25.00              | 200.00        |
| Cost of Boxes 10"x12"x15"  | 1,863                | Boxes       | 2.00                       | 3,726.00      | 1.50                 | 2,794.50      | 1.80               | 3,353.40      | 1.45               | 2,701.35      |
| <b>Transfer Cost</b>   |                      |             |                            |               |                      |               |                    |               |                    |               |
| Initial Cost of Transfer for Records stored at Iron Mountain   | 14,000               | Boxes       | 0.00                       | 0.00          | 0.00                 | 0.00          | 0.00               | 0.00          | 0.00               | 0.00          |
| Initial Cost of Transfer for Records stored at IDD   | 142                  | Boxes       | 0.00                       | 0.00          | 0.00                 | 0.00          | 0.00               | 0.00          | 0.00               | 0.00          |
| <b>ANNUAL COST RECORDS MANAGEMENT</b>  |                      |             |                            | \$ 107,811.70 |                      | \$ 41,406.12  |                    | \$ 37,925.40  |                    | \$ 76,374.10  |
| <b>Other related costs</b>   |                      |             |                            |               |                      |               |                    |               |                    |               |
| Cost for 4-year Contract   |                      |             |                            | 431,246.80    |                      | 165,624.48    |                    | 151,701.60    |                    | 305,496.40    |
| IDD/Iron Mountain Closing Account Fee for current boxes on storage on their facilities (City's responsibility) | 14,000               | Iron Mount. | 1.50                       |               |                      |               |                    |               | 1.50               |               |
|  | 142                  | IDD         | 0.84                       | 21,119.28     | 0.84                 | 119.28        | 1.50               | 21,000.00     | 0.84               | 21,119.28     |
| Removal of all Boxes upon termination of contract  | ** 23,000            | Boxes       | 0.25                       | 5,750.00      | 1.50                 | 34,500.00     | 0.50               | 11,500.00     | 0.00               | 0.00          |
| Estimated Total Cost during the life of the contract (4 years):  |                      |             |                            | \$ 458,116.08 |                      | \$ 200,243.76 |                    | \$ 184,201.60 |                    | \$ 326,615.68 |

\* Unit Prices submitted were based on a monthly cost, Procurement converted unit prices and totals to an annual amount to capture total costs.

\*\* Projection based on anticipated increase in storage of records over the next four years.



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c: Cmc  
Gomez  
LC

RECEIVED  
CITY OF MIAMI BEACH  
OFFICE OF THE MAYOR & COMMISSION  
CITY MANAGERS OFFICE  
MEMORANDUM  
BY \_\_\_\_\_

**TO: JORGE M. GONZALEZ**  
**CITY MANAGER**

**FROM: JOSE SMITH** JS  
**COMMISSIONER**

**DATE: July 28, 2004**

**RE: SECTION 118-262 OF THE CITY CODE: PROCEDURES FOR APPEALS**  
**TO THE CITY COMMISSION FROM THE DESIGN REVIEW BOARD.**

I would like to place on the next City Commission Consent Agenda an item for referral to the Planning Board regarding amending Section 118-262 of the City Code concerning the procedures for appeals to the City Commission from the Design Review Board. Specifically, the referral would include a requirement at the time a request for the appeal is made, that the notice of appeal shall state all factual basis and legal argument in support of the appeal. The procedures would allow opportunity for interested parties, including the City administration, to file a response, and the appellant to file a reply.

Thank you.

cc: Honorable Mayor and Commissioners  
Murray H. Dubbin, City Attorney

GMH/sct

Agenda Item C4A  
Date 9-8-04

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# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.ci.miami-beach.fl.us



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** September 8, 2004

**From:** Jorge M. Gonzalez  
City Manager

**Subject: REFERRAL TO THE FINANCE AND CITYWIDE PROJECTS COMMITTEE  
REGARDING THE PROPOSED A. I. BOYMELGREEN PROJECT AT FIFTH  
STREET AND ALTON ROAD.**

On August 4, 2004, the Administration met with representatives of the site on the northwest corner of 5<sup>th</sup> Street and Alton Road, to review a preliminary site plan which contemplates development of approximately sixty-six (66) residential units with accessory restaurant/retail space and on-site parking by A. I. Boymelgreen.

The development site encompasses approximately  $\frac{3}{4}$  of the block, and a vacation of the existing public alley and its relocation to a different location within the block would be required for the project to proceed. It is proposed that the Finance and Citywide Projects Committee discuss this proposal to determine the City's interest in said proposal.

In the meantime, pending the Finance and Citywide Projects Committee discussion, the applicant has requested that the City execute Owner's Affidavits for the project (since it contemplates the alley vacation/relocation) as it proceeds through the Development Board review process.

JMG/CMC/kc

T:\AGENDA\2004\Sep0804\Consent\Boymelgreen Referral.doc

AGENDA ITEM C4B

DATE 9-8-04

# Greenberg Traurig

Lucia A. Dougherty  
(305) 579-0603  
E-Mail: [doughertyl@gtlaw.com](mailto:doughertyl@gtlaw.com)

August 30, 2004

Jorge M. Gonzalez  
City Manager  
**City of Miami Beach**  
1700 Convention Center Drive  
Miami Beach, FL 33139

**Re: 5<sup>th</sup> Street and Alton Road site- A.I. & Boymelgreen Site  
(formally known as the Estefan Site)**

---

Dear Mr. Gonzalez:

As you are aware from our meeting I represent A.I. & Boymelgreen, the current owners of the numerous lots located between Alton Road to the east, 5<sup>th</sup> Street to the south, West Avenue to the west, and 6<sup>th</sup> Street to the north (Plat Book 21 Page 83, lots 1-10, 13-19), hereinafter referred to as the "Property".

The Property will be unified into one comprehensive development project with residential units, parking and commercial uses. The Project will require the City Commission approval in order to vacate a portion of an alley to relocate it from Alton Road to West Avenue.

Therefore, I am requesting that you place an agenda item for referral before the City Commission meeting of September 8, 2004 and recommend the item's referral to the September 21, 2004 Finance & Citywide Projects Committee for review and evaluation by its members.

Sincerely,



Lucia A. Dougherty

Cc: Christina M. Cuervo  
Jose R. Carlo  
Bob De la Fuente  
Carlos Prio-Touzet  
Alfredo J. Gonzalez

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# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** September 8, 2004

**From:** Jorge M. Gonzalez  
City Manager

**Subject:** REFERRAL TO THE NEIGHBORHOODS/COMMUNITY AFFAIRS COMMITTEE A  
DISCUSSION ITEM REGARDING THE POSSIBLE APPLICATION OF A NATIONAL  
REGISTER OF HISTORIC PLACES DISTRICT IN NORTH BEACH

### RECOMMENDATION

The Administration recommends that the City Commission refer this matter to the Neighborhoods/Community Affairs Committee relative to the nomination for National Register Historic District designations of areas of the North Shore and Normandy Isle neighborhoods.

### BACKGROUND

One of the tools that can be used for the preservation of historic structures is to have the property or historic district listed in the National Register of Historic Places. The National Register is the nation's official list of cultural resources worthy of preservation. The National Register is part of a national program to coordinate and support public and private efforts to identify, evaluate, and preserve our historic and archeological resources. National Register status is largely honorary in nature; however, it affords protection from inappropriate alteration of historic properties when federal government financial incentives or financial aid for rehabilitation are sought by owners. The National Park Service, which is part of the U.S. Department of Interior, administers the National Register. Properties are recommended for nomination to the National Register by the State Historic Preservation Office (SHPO). Nomination forms are submitted to a State Review Board. The board makes a recommendation to the SHPO either to approve the nomination, if, in the board's opinion, it meets the National Register criteria, or to disapprove the nomination if it does not. The process takes several months.

### ANALYSIS

One of the recommendations in the North Beach Strategic Plan based on community input is to "encourage the rehabilitation of existing properties in order to improve the quality of residential neighborhoods". This was refined into a strategy in the plan: "to protect neighborhood scale and character by adopting new and or expanding existing architectural or historic districts with design guidelines". These objectives are reiterated as well in the North Beach Master Plan, which is in its final stages of completion: "to champion preservation, rehabilitation and adaptive reuse of Post War Miami Modern (MiMo) architecture"; and "to preserve multifamily neighborhood scale and character while permitting compatible new development".

To this end, the Planning Department conducted a survey of multifamily residential properties in most of the North Shore and Normandy Isle neighborhoods with funds from a Miami-Dade County CDBG grant awarded to the North Beach Development Corporation (NBDC). The survey shows a high concentration of contributing buildings (approximately 82% of the 727 properties surveyed). A

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**Date** 9-8-04

substantial number (61%) were built between 1946 and 1959, and they are representative of the Post War Modern or MiMo style of architecture. These areas are potentially eligible for National Register Historic District designation. NBDC's board of directors passed a resolution in June 2004 (attached) supporting the creation of National Register Historic Districts for North Beach.

One of the main benefits to seek a nomination as a National Register Historic District is to provide property owners with public economic incentives for the rehabilitation of their historic properties. A major incentive is the 20% federal income tax credit. To qualify for this credit, rehabilitation work must be done in conformance to the Secretary of Interior's Standards for Rehabilitation. Alterations to contributing properties seeking federal tax incentives or other forms of financial aid utilizing federal funds must be approved by the National Park Service following a recommendation from the SHPO. Unless the subject historic district is also locally designated, there is no local historic preservation review for appropriateness. Preservation easements are another type of federal tax incentive that allow for tax deductions for charitable contributions of partial interests in historic properties. An easement allows the donor to retain private ownership and use of a property while claiming a federal income tax deduction equivalent to the value of the donated rights. Another incentive is Miami-Dade County's ad valorem property tax exemption, which exempts 100% of the assessed value of all qualified improvements to historic properties as applied to county property taxes for 10 years. At the municipal level, alternative methods of meeting requirements of the building code, fire code and coastal construction code may be applicable. Other benefits that may accrue to National Register Historic District designation include property value enhancement, pride of ownership, neighborhood revitalization, preservation of unique neighborhood character and compatible new and infill construction.

## **CONCLUSION**

National Register Historic District designation can provide an impetus to the process of economic revitalization in many areas. Closest to home is the Miami Beach Architectural District, a case in point. Although there were other contributing factors, the National Register designation of this district played a key role in the dramatic architectural renaissance and economic prosperity that South Beach enjoys today. National Register Historic Districts in North Beach can impart an added boost to the economic renewal that the area has begun to experience. Importantly, they can also help to preserve the treasure of MiMo architecture that gives the area an identity and makes it so unique while improving the existing housing stock (a major goal of the City's Housing Division). Recent national and international recognition and coverage of Miami Beach's increasingly fashionable MiMo architecture is a powerful indication that the City should be working toward the protection of this remarkable urban resource in North Beach. Based on all the above mentioned benefits, the Administration recommends that the Commission refer the matter to the Neighborhoods/Community Affairs Committee for its guidance on whether to direct the Planning Department staff to proceed with the nomination for the National Register Historic District designations of areas of the North Shore and Normandy Isle neighborhoods.

  
JMG/CMC/JGG/WHC/JAM/KMH

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### **Attachments:**

- Comparison of Historic Preservation methods
- Map of Recommended Districts for National Register of Historic Places
- NBDC Board of Directors Resolution



## COMPARISON OF HISTORIC PRESERVATION & NEIGHBORHOOD CONSERVATION

### National Register of Historic Places

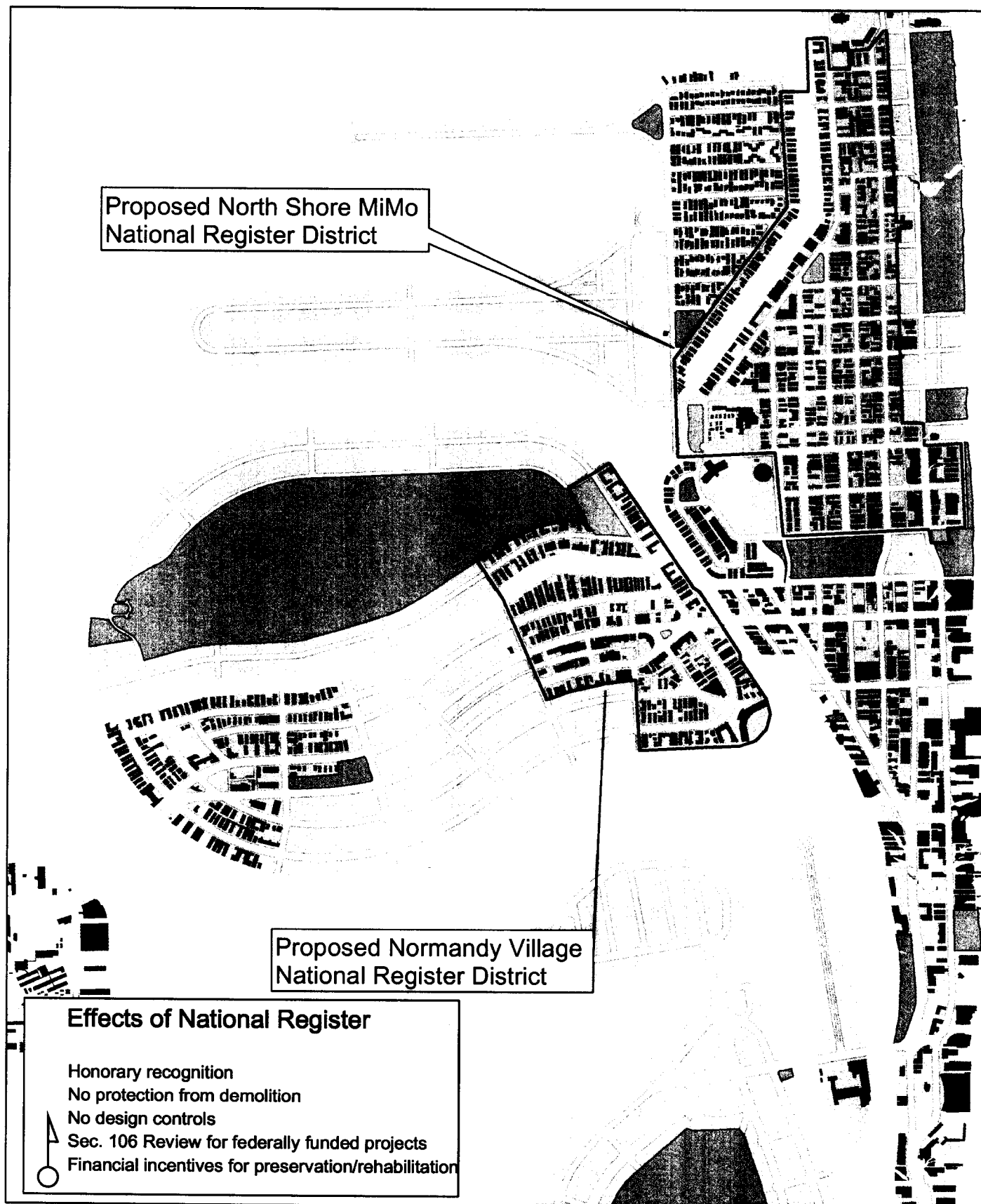
- Honorary recognition
- Protection from inappropriate alterations only when federal government financial incentives are sought.
- No design controls (*unless property owner elects to use tax incentives*)
- Projects utilizing federal funding (*i.e. affordable housing or FDOT highway projects*) must undergo Sec. 106 Review, which is similar to an environmental impact statement
- Financial incentives:
  1. 20% Rehabilitation federal income tax credit
  2. Charitable income tax deduction for Historic Easement of façade or other features
  3. Miami-Dade County property tax abatement (10 years)
  4. Alternative methods of meeting requirements of the building code, fire code and coastal construction code

### Neighborhood Conservation District (NCD)

- More flexible than local historic designation
- Customized to neighborhood needs – may be planning-related or preservation-related
- Design review by Design Review Board or staff (*currently required except single family*)
- Zoning overlay modifies existing regulations (*i.e. setbacks, height, parking, etc.*)
- May include special design guidelines
- May include limited demolition controls
- Financial incentives: none available
- Property owner benefits:
  1. Special design guidelines reduce the need for DRB hearings (more staff approvals)
  2. Customized zoning regulations reduce the need for variances
  3. Potential use of parking credit fees in lieu of on-site parking, where appropriate
  4. Property values rise due to status/recognition and due to protection from negative impacts of incompatible development on neighboring properties
- Intent for North Beach MiMo districts:
  - a. Encourage renovation/retrofit of existing buildings
  - b. Design guidelines meant to protect the most important architectural features and character
  - c. Allow compatible new construction

### Local Historic District

- Intended to preserve the special historic character of an area
- Design review by Historic Preservation Board or staff to evaluate appropriateness of proposed alterations
- Possible protection from full or partial demolition
- Protection from incompatible new construction within the district
- May modify zoning regulations
- May include special design guidelines
- Financial incentives:
  2. 20% Rehabilitation income tax credit (*if local district receives federal certification*)
  3. Charitable income tax deduction for Historic Easement of façade or other features (*if local district receives federal certification*)
  4. Miami-Dade County property tax abatement (10 years)
  5. Alternative methods of meeting requirements of the building code and fire code
- Best tool available for protection from possible over-development (*strong legal backing*)



## Recommended Districts for National Register of Historic Places

Prepared May 2004 by the City of Miami Beach Planning Department

NORTH BEACH DEVELOPMENT CORPORATION  
210 - 71<sup>ST</sup> Street, Suite #310 • Miami Beach, FL • 33141  
305-865-4147 • 305-865-4175 (fax) • *www.gonorthbeach.com*

## **Resolution of the Board of Directors of North Beach Development Corporation June 15th, 2004**

The Board of Directors of North Beach Development Corporation hereby re-affirms to sponsor the creation of a North Beach National Register Historic District only, without the support or creation of a local preservation district or any additional ordinances or controls by any regulating /review board or body of the City of Miami Beach.

**Motioned by Agustin Herran, Ron Coletta seconded. Motion passed unanimously.**

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# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** September 8, 2004

**From:** Jorge M. Gonzalez  
City Manager

**Subject: REFERRAL TO THE NEIGHBORHOOD/COMMUNITY AFFAIRS  
COMMITTEE – AN ORDINANCE REGULATING THE SWALES.**

### ADMINISTRATION RECOMMENDATION

The Administration recommends referring this item to the Neighborhood/Community Affairs Committee.

### ANALYSIS

Attached please find a comprehensive policy which has been drafted over the last year and a half by a working group of citizens representing a wide variety of homeowners associations.

The initial concern for a comprehensive swale policy was generated as part of neighborhood discussions related to neighborhood improvements in the Capital Improvement Program. A number of neighborhoods notably in the Middle Beach area raised the concern about continued care and maintenance of swale areas once the City had completed its investment in improvements in the respective neighborhood swales. As a result of this expressed concern, a working group of homeowners associations worked diligently for in excess of one year to create the attached Ordinance regulating the care, maintenance and use of the City swale areas.

The most actively involved homeowners associations included: Representatives from the Normandy Shores Homeowners Association, the Orchard Park Homeowners Associations, the La Gorce/Pine Tree Homeowners Association, the North Bay Road Homeowners Association, the West Avenue Homeowners Association, San Marino Island Neighborhood Association and the Biscayne Point Homeowners Association. Other homeowners associations that were invited and either contributed with comments or periodically sent representatives in less frequent intervals included: The Alton Road Homeowners Association, the La Gorce Island Homeowners Association, the Normandie SUD Homeowners Association, the Sunset Island Homeowners Associations, and the Palm-Hibiscus- Star Islands Homeowners Association.

The attached draft Ordinance was created to reflect the sentiments of the various homeowners associations that participated in its writing. The attached Ordinance is not intended to be a recommendation from the Administration.

Key elements of the attached Ordinance are as follows:

- The Ordinance establishes a comprehensive policy for all swale areas in single family residential zones of the City and proactively creates both a permitting and an enforcement mechanism to regulate the care, use and appearance of the swales.
- The Ordinance attempts to provide greater levels of citizen control for the swale area adjacent to their homes.
- The Ordinance provides that all swale areas be brought into compliance by an established time.
- The Ordinance establishes a pictorial standard for the appropriate and desired aesthetic appearance of a swale.
- The Ordinance limits parking to temporary in nature for other than the adjacent property owner and limits the manner and number of parking spaces permitted for the adjacent property owners.

**Agenda Item** C4D

**Date** 9-8-04

As the attached Ordinance is most certainly going to create a significant amount of discussion it is suggested that after review by the Neighborhood/Community Affairs Committee, the Ordinance be officially referred to the respective homeowners associations for discussion and to ascertain if any concerns on full adoption are present. Given the number of neighborhoods that will desire to comment on the Swale Ordinance, this process could well take a six month period of review and discussion.

Subsequent to the neighborhood discussion, it is suggested that formal public meetings to review and discuss the policy in whatever form it may take be scheduled before formal City Commission consideration.

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Attachment

**Draft Ordinance on City Swales**

**CHAPTER 98**

**STREETS AND SIDEWALKS**

\*\*\*

**ARTICLE VI. Use of Swale Areas**

**Sec. 98-167. Purpose and Intent.**

- A. Hereafter this Article shall be referred to as the City's Swale Ordinance.
- B. The purpose of this Ordinance is to provide for a uniform standard for use, maintenance and enforcement for the City's swales, as defined herein, in order to improve their overall appearance and function. This Ordinance is intended to stress quality not uniformity of swales and is intended to be flexible enough to allow residents and property owners to express their individual tastes and preferences within a set of established guidelines contained herein.
- C. To the extent possible, it is the intent of the City to have this Ordinance embrace all swale areas within the specified residential zones in the City, inclusive of State and County roadways.
- D. The swale Ordinance is intended to protect public investments that are to be made as part of the City's Capital Improvement Program on a regular basis. To ensure the protection and maintenance of quality swale areas, the City is expected to proactively provide for enforcement of the provisions herein.
- E. Enforcement procedures. It shall be the City's intent to seek voluntary compliance from affected property owners before issuance of a violation of this ordinance. Typically, property owners noted to be out of compliance with this ordinance will be given a warning and an appropriate time to remedy the violation before a citation is issued. The City's enforcement efforts and actions will escalate to the level that is necessary to achieve compliance. Property owners that have routinely or frequently violated the provisions of this ordinance may not be afforded the courtesy of a warning notice before issuance of a citation.
- F. In all matters regarding the interpretation and application of this Ordinance, safety for pedestrians, vehicles and other appropriate and legitimate users of the City's swales shall be a primary concern.
- G. Citizen Control. It is the purpose of this Ordinance to require that property owners adjacent to swales be responsible for and maintain the swale area adjacent

to their property. To enable citizens to succeed with the responsibility and accountability of maintaining swale areas, citizens will be afforded a greater opportunity to effect control of the swale area as defined herein.

- H. Trees and landscape. It is the intent of this Ordinance to encourage and promote planting and proper maintenance of trees and appropriate landscape material on the City swales and specifically to promote the use of native species and the establishment and expansion of shade canopy on the City swales.

**Sec. 98-168. Definitions.**

- A. Temporary parking. Parking in a swale area by a person other than the adjacent owner, and such owner's tenants or guests, which is temporary and of a short duration, as defined in Section 9.F of this Article.
- B. Adjacent owner. For purposes of the Swale Ordinance only, an adjacent owner is meant to be the property owner, and any such owner's tenants or guests, whose property road frontage directly abuts a City swale area. Adjacent does not include the property to either side. Road frontage at the front, side or rear of a property shall be included in determining adjacency to swale areas.
- C. Encroachment. Any use, construction, physical improvement, object or landscape item or material that is not permitted pursuant to the provisions of this ordinance.
- D. Landscape material. Any tree or plant material or decorative landscape item, such as mulch, timbers, rock, decorative edging materials or other decorative landscape items.
- E. Improved parking area. As used herein, improved parking area is any area of a City swale that has had physical changes, that displaces landscape or vegetative areas consistent with the standards as further defined in section 9 of the Ordinance.
- F. Swale. The area of public right of way between any paved or improved road edge and the private property adjacent to the roadway. This area may or may not include an improved sidewalk.

**Sec. 98-169. General Standards and Provisions.**

- A. The Ordinance and the standards contained herein shall become effective in each neighborhood upon completion of that neighborhood's City's Streetscape Capital Improvement Projects, including the expiration of any applicable warranty period, as provided within the Series 1999 General Obligation Bond. For any neighborhoods not scheduled to have improvements and public funds expended on the swales, the effective application of this Ordinance shall be January 1, 2006.



- B. The application of the Swale Ordinance shall be in single family neighborhoods or neighborhoods of mixed use that include single family residences and other permitted uses and specifically within the zones designated as \_\_\_\_\_.
- C. Private driveways utilized to access a public right-of-way/roadway are exempt from regulation within this policy and shall continue to be regulated by the Department of Public Works through right-of-way permits as set forth in Chapter 82 of the City Code and appropriate standards and regulations contained therein.

**Sec. 98-170. Allowed Uses.**

- A. Only those uses enumerated in this Article shall be allowed within the City's Swale.
  - 1. Approved and permitted landscape and landscape materials. No movable objects, including concrete buttons, pyramids or rocks, will be permitted.
  - 2. Parking as authorized in this chapter.
  - 3. Improved parking areas that are approved and permitted.

**Sec. 98-171. Existing Conditions.**

- A. Any encroachment or existing condition as of the effective date of this Ordinance, with the exception of improved parking areas, shall be allowed to continue until the time of sale of the property or more than 50% improvement to the property and so long as a permit is issued by the Public Works Department of the City that stipulates findings of no adverse impact of the encroachment or existing condition for each of the following areas:
  - 1) Area wide drainage systems,
  - 2) Pedestrian, vehicular or other appropriate user of the City's right-of-way,
  - 3) A finding that any tree or plant material: a) has no adverse impacts on the area, the uses thereof, or line of sight requirements, and b) is in compliance with the materials permitted by the Miami-Dade County Code, and
  - 4) Safety.
- B. Those properties with improved parking areas in existence at the time of this policy that are not subject to removal and/or replacement through the Capital Improvement Program work undertaken by the City, shall be brought into compliance with all of the provisions herein at the expense of the property owner no later than January 1, 2005. Any parking improvements not in compliance with the provisions of this section as of January 1, 2005 shall be removed at the property owners' expense.
- C. Any encroachment that exists beyond the appropriate effective dates herein that are not issued a swale permit by the Public Works Department shall be removed

at the owner's expense. Continuation of an encroachment beyond the appropriate effective dates shall constitute a violation of this Ordinance.

**Sec. 98-172. Swale Permit Requirements; Appeal of Permit Denial.**

All uses of the swale area, except temporary parking as defined in Section 9.F, shall require a swale permit from the City of Miami Beach. Swale Permits are issued by the Public Works Department after a review and determination that an application is in compliance with the policies and standards herein. Swale permit fees shall be set by resolution of the City Commission. In the event that an applicant is denied a permit, an appeal may be made by the applicant to City Manager, or the City Manager's designee, under the procedures set forth in Section 102-385 of the City Code.

**Sec. 98-173. Maintenance Requirements and Responsibilities.**

- A. It shall be the responsibility of the adjacent owner, at their expense, to maintain the swale area pursuant to the design requirements and standards defined herein.
- B. The City of Miami Beach will retain responsibility for physical improvements which are constructed as part of the Capital Improvement process undertaken by the City of Miami Beach. The City's maintenance of physical improvements will be limited to those capital improvements such as drainage structures or defined parking areas.
- C. The City of Miami Beach will retain responsibility for the pruning and maintenance of any tree installed by the City. The adjacent property owner will be responsible to provide water as required and to advise the City of any deterioration of the tree's health. Adjacent property owners may be granted permission by the Parks Department to use City licensed and bonded tree maintenance companies for maintenance of City trees on their swale. Any such permission granted shall be in written form and specific as to the nature of the work to be performed and the tree(s) to be affected. A licensed tree maintenance company shall as part of the condition of being granted a license, adhere to tree trimming standards and procedures as specified by the City of Miami Beach.

**Sec. 98-174. Landscape Requirements.**

- A. It shall be the responsibility of the adjacent property owner to maintain all permitted landscape within the City swale to the aesthetic and quality standards as defined herein by pictorial survey. Said pictorial survey may be amended by Resolution of the City Commission from time to time, and is incorporated herein by reference as appendix A.
- B. No tree, plant or landscape material that is provided or installed by the City in a swale area may be removed by the property owner, or any other person, without a permit issued by the City for such purpose.

- C. Each adjacent owner shall be responsible to have the entire swale area adjacent to their property devoted to and occupied by approved and permitted landscape materials, with the exception of sidewalks, approved driveway aprons, and approved parking areas. Living plant material such as grass, trees and approved shrubs, bushes or ground cover shall be the majority and preferred treatment for swale areas.
- D. All plantings in the City's swale shall be from an approved species list as maintained by the City's Planning Department which shall reflect native and other approved species and appropriate plant placement and installation standards for each species.
- E. Other landscape items such as shrubs, bushes and ground cover can be permitted if approved in a swale permit. Hedges will only be permitted to the extent such material does not exceed two feet ten inch (2'10") in height and does not obscure pedestrian or vehicular sight lines pursuant to the provisions of City Code section 142-135. Use of other non-tree landscape material shall be of a type or species so as to be appropriate in scale and size in the affected swale area. Plant materials that require frequent or extensive maintenance so as not to become overgrown will be discouraged. Examples of appropriate landscape materials, size and scale are incorporated in the pictorial inventory that is included by reference in this Ordinance. Adjacent property owners in furtherance of this Ordinance will be allowed to install irrigation within the City's swale as part of the swale permit issuance if so requested.
- F. Permitted landscape materials or features shall not have an adverse impact upon area drainage.

**Sec. 98-175. Parking Area Requirements and Standards.**

- A. All parking on swale areas shall be parallel to the road. Only one vehicle, parked parallel to the road, shall be permitted in any one twenty (20) foot lineal section of swale area adjacent to the road.
- B. Property owners whose property line is adjacent to a City swale are permitted to construct one improved parking area for each 50 foot of property frontage adjacent to the City swale. Use of subsurface stabilization materials in the swale area are not subject to the restrictions or requirements of this section. Any parking area construction shall be permitted pursuant to the requirements of this Article.
  - 1. Any improved parking area shall be designed so as not to impair drainage within the area.
  - 2. No asphalt, concrete or rock surfaced parking areas will be permitted. Property owners desiring to construct an improved parking area must utilize approved materials which will include but not be limited to permeable pavers or below ground geo textile materials and fabrics that

are permeable and stabilize the affected area. Other materials which are permeable and add stability to the defined property areas may also be permitted by the City as approved alternates. Any improved parking area is intended to have a neat and uniform appearance with no weed growth and must be capable of sustaining any grass or plant material that is incorporated into the structure in a manner consistent with the pictorial survey included herein by reference within the landscape section.

- C. For a swale area that is 20 feet or further from the edge of the improved roadway and the right of way line and which does not have a sidewalk, parking perpendicular to the roadway is permitted for two vehicles in each 50 foot wide section of property frontage adjacent to the City swale, so long as the swale use is consistent with all other standards in this article.
- D. Construction site parking. Any property owner that is affected by the provisions of the Swale Ordinance shall, prior to commencing work pursuant to a building permit, obtain a swale permit from the Public Works Department for any construction related parking that is to occur on property other than for which the building permit is issued. The Public Works permit shall detail the areas of parking that are permitted by construction related vehicles and shall specify the restoration plan for any affected swale area which must be completed before issuance of a certificate of occupancy or final inspection for the subject property. A bond shall be posted with the City by the property owner in an amount equal to the cost of the restoration plan prior to the issuance of the swale permit. Any construction related parking that is to be permitted on swale areas, other than the swale area of the property owner with a building permit, shall first receive the permission of the owner of any other affected property and the permission shall be reflected in the permit issued by the Public Works Department.
- E. Parking limitations and enforcement. Each adjacent property owner shall be granted the authority to park on the swale adjacent to their respective property at any time and beyond the temporary parking limits established herein. Parking on a City swale by other than the adjacent property owner shall only be temporary in nature. Temporary parking on all swales shall be limited to a maximum of 4 hours in any 24 hour period and no more than 2 times in any week for temporary parking on the same swale. Temporary parking shall not exceed a total of 8 hours per calendar week. Parking on a swale by other than the adjacent property owner and such owner's tenants or guests in excess of the temporary parking limits shall constitute a violation of this Ordinance. Any violations of this Section 9(F) shall be governed by the violation penalties and procedures established in City Code Chapter 106 and enforced by the City's Parking Department.

**Sec. 98-176. Penalties.**

- A. Violations of the provisions of this Article with the exception of parking violations that are dealt with in section 9(F) and violations relative to tree damage

or removal covered in section 10(B), shall be enforced per City Code section 30-74. A repeat offender for purposes of the swale policy is any property owner that is found guilty of a violation of this Section more than two times in any six month period.

- B. Any violation of this Article that involves damage, removal or impact to trees shall be governed by the provisions and enforcement penalties and procedures in the Miami Dade County Code of Ordinances, section 24-60, which is incorporated herein by reference.

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# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** September 8, 2004

**From:** Jorge M. Gonzalez  
City Manager

**Subject: REPORT OF THE SPECIAL FINANCE AND CITYWIDE PROJECTS  
COMMITTEE MEETING OF JULY 22, 2004.**

A meeting of the Finance and Citywide Projects Committee was held on July 22, 2004 at 4:15 p.m. in the City Manager's Large Conference Room.

Finance and Citywide Projects Committee Members in attendance included: Chairperson Commissioner Jose Smith, Vice-Mayor Commissioner Richard L. Steinberg, and Commissioner Matti Herrera Bower.

City staff was represented by: Jorge M. Gonzalez, City Manager; Patricia D. Walker, Chief Financial Officer; Christina M. Cuervo, Assistant City Manager; Floyd Jordan, Fire Chief; Edward Del Favero, Assistant Fire Chief; Patricia Schneider, Assistant Police Chief; Jose Cruz, Budget Officer; Kevin Smith, Parks and Recreation Director; Julio Magrisso, Assistant Parks and Recreation Director; Max Sklar, Tourism and Cultural Development Director; Manny Marquez, Finance Manager; Margarita Alcon, Office Associate V; Dolores Mejia, Office Associate V; and, Lorna Mejia, Office Associate V.

### **NEW BUSINESS:**

#### **1. Discussion of the FY 2004/05 Budget.**

#### **Action**

**The Committee moved the item to the July 28, 2004 Commission Meeting.**

City Manager Jorge M. Gonzalez introduced and summarized the item. Mr. Gonzalez stated that the fiscal year 2005 budget totals approximately \$168 million compared to last years total of \$152 million.

Mr. Gonzalez stated that a large portion of the growth in the budget is derived from the operating costs of new projects and programs coming on-line, as well as a full a year of programming compared to a partial years programming, i.e. the North Shore Park and Youth Center and the Scott Rakow Youth Center.

Mr. Gonzalez added that other factors affecting the budget growth included: employee merit and cost of living (COLA) adjustments, salary increases due to union contracts,

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increased health insurance costs, added pension contributions, higher internal service charges, increased fuel costs, and additional enhancements.

Mr. Gonzalez additionally stated that the Administration is proposing a balanced budget which maintains current service levels in key areas and offers significant enhancements, while absorbing a number of new projects. Mr. Gonzalez added that the City has funded these service levels and enhancements through: increased ad valorem returns, increased interest rate returns, fee adjustments and higher resort tax returns which lead to additional funding for both tourist related costs, as well as, for quality of life issues in North Beach, Middle Beach, and South Beach, and the arts.

Chief Financial Officer Patricia D. Walker added that the Redevelopment Agency (RDA) has also contributed funding to items previously funded through the General Fund, i.e. community policing and maintenance of RDA Projects.

Mr. Gonzalez stated that the Administration is proposing a millage for capital replacement and renewal this year. Ms. Walker stated that the Administration is proposing to use the decrease in debt service millage as the amount of millage to be charged for the capital replacement and renewal of assets. Mr. Gonzalez added that if accepted by the Commission, the millage for capital replacement and renewal would generate approximately \$1.4 million for unfunded, much needed projects.

Mr. Gonzalez gave a PowerPoint presentation outlining the proposed uses for the millage for capital replacement and renewal. Mr. Gonzalez added that Administration has established a set of criteria for project inclusion in the millage for capital replacement and renewal, specifically, that the funds used would enhance the useful life of a City asset.

Mr. Gonzalez added that as assessed property values in Miami Beach grow, he would envision the millage for capital replacement and renewal containing an annual approximate budget of around \$5 million. Ms. Walker added that bond rating agencies will look upon this proposal favorably, particularly because it shows the City is providing dedicated funding for the future needs of City assets.

Chairperson Commissioner Jose Smith stated that while he is in favor of providing a dedicated source of funding for the maintenance of citywide assets, he asks whether the establishment of a millage for capital replacement and renewal is the right approach.

Vice-Mayor Richard L. Steinberg stated that he was also in favor of establishing a dedicated source for the maintenance and replacement of citywide assets. Vice-Mayor Steinberg additionally stated that there would be nothing preventing any future Commission from reverting any established millage for capital replacement and renewal back to the General Fund or decreasing the millage altogether.

The Committee unanimously moved the item to the full Commission,

JMG/PDW/mim 

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# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission **Date:** September 8, 2004

**From:** Jorge M. Gonzalez  
City Manager 

**Subject:** **REPORT OF THE NEIGHBORHOOD/COMMUNITY  
AFFAIRS COMMITTEE MEETING HELD ON JULY 26, 2004.**

A meeting of the Neighborhood / Community Affairs Committee was held on July 26, 2004 at 2:30 p.m. in the Mayor's Conference Room. Commissioners in attendance: Matti Herrera Bower, Saul Gross, and Richard L. Steinberg. City staff in attendance: Vivian Guzman, Neighborhood Services Director; Raul Aguila, First Assistant City Attorney; Max Sklar, Cultural Affairs and Tourism Assistant Director; Robert Halfhill, Public Works Assistant Director; Kent Bonde, Redevelopment Coordinator; Dennis Leyva, Redevelopment Specialist; Lorna Mejia, Assistant to Commissioner Bower; Dolores Mejia, Assistant to Commissioner Steinberg, and Randi MacBride, Office Assistant. Others in attendance are listed in the attached sign-in sheet.

### OLD BUSINESS

1. DISCUSSION REGARDING CITY CODE CHAPTER 2, ARTICLE III "AGENCIES, BOARDS AND COMMITTEES," SECTION 2-22(5) THEREOF ESTABLISHING TERM LIMITS OF BOARD AND COMMITTEE MEMBERS, BY PROVIDING THAT SAID TERM LIMITS SHOULD NOT INCLUDE TIME SERVED AS A RESULT OF HAVING FILLED A VACANCY; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

**ACTION:** The item was deferred to the next Neighborhood/Community Affairs Committee meeting.

### NEW BUSINESS

2. DISCUSSION REGARDING THE REBRANDING EFFORTS FOR THE ELECTROWAVE.

**ACTION:** There was no action taken on this item as it was only an information session prior to its presentation at the next meeting of the full Commission.

Agenda Item C6B  
Date 9-8-04

**3. DISCUSSION REGARDING THE PLACEMENT OF A COMMEMORATIVE PLAQUE IN THE VICTORY GARDEN, HONORING THE LATE JOSEPH VILLARI.**

**ACTION:** The Committee moved to accept the wording of the plaque as amended.

**4. DISCUSSION REGARDING SARMIENTO OUTDOOR ADVERTISING.**

**ACTION:** The Committee moved that this project, as it is presented cannot proceed. When there is a "Call to Artists" in the future, Mr. Steinbacher may certainly submit his work.

Attachments

JMG/RCM/VP/PG/rfm



**CITY OF MIAMI BEACH  
NEIGHBORHOOD/COMMUNITY AFFAIRS COMMITTEE**

July 26, 2004

SIGN-IN SHEET

PLEASE PRINT LEGIBLY

| NAME             | ORGANIZATION / DEPT.  | PHONE NO.    | FAX /EMAIL                      |
|------------------|-----------------------|--------------|---------------------------------|
| Millie McFadden  | CMB Parks & Rec       | ext 2605     | MillieMcFadden@MiamiBeachFL.gov |
| Paul J. J. -     | CMB Attorney's Office | x 1475       |                                 |
| Dan R. R. -      |                       |              |                                 |
| Kent Bonno       | MBA                   | 6363         |                                 |
| Morris Sunshine  | —                     | —            | Noise Control Office, Beach     |
| Rebecca Schwartz | MBTMA/Electrowave     | 535 9160     | 535 9157                        |
| Erika Brigham    | MBTMA "               | 305 531 6363 | ErikaBrigham@MiamiBeach, NEI    |
| JUDY EVANS       | MBTMA/ELECTROWAVE     | 535-9160     | mbtma@earthlink.net             |
| Laura Jamerson   | MB Botanical Garden   | 305-534-0574 | lajamerson@aol.com              |
| SCOTT HAMMAN     | RE: Group             | 734.424.9857 | SCOTT.HAMMAN@regious.us         |



**CITY OF MIAMI BEACH  
NEIGHBORHOOD/COMMUNITY AFFAIRS COMMITTEE**

July 26, 2004

**SIGN-IN SHEET**

**PLEASE PRINT LEGIBLY**

| NAME               | ORGANIZATION / DEPT. | PHONE NO.         | FAX /EMAIL             |
|--------------------|----------------------|-------------------|------------------------|
| Jeff Stehdel       | MIAMI BEACH TMA      |                   |                        |
| ILIDA MOSSCROP     | A.I.P.P. MEMBER      | (305) 534-9779    |                        |
| Randall Robinson   | WFLA DC              | 305-548-0040      | THIS IS RV@ad.com      |
| AC WEINSTEIN       | SUMPOST              | 305 536 9700 X202 |                        |
| Dolores Ngila      | Comm. Steinberg      | x 6834            |                        |
| Lorna Ngila        | Comm. Bower          | x 6627            |                        |
| Alexia Fadere      | Bob J. R. P. R.      | 786-2010323       | alexia@fado.com        |
| Bob Halchill       | PW                   |                   |                        |
| GERALD K. SCHWARTZ | MB TMA               | 473-1101          | geraldk@SouthBeach.com |
| DENNIS LEYVA       | CMIB                 | X6127             |                        |



**CITY OF MIAMI BEACH**  
**NEIGHBORHOOD/COMMUNITY AFFAIRS COMMITTEE**

July 26, 2004

**SIGN-IN SHEET**

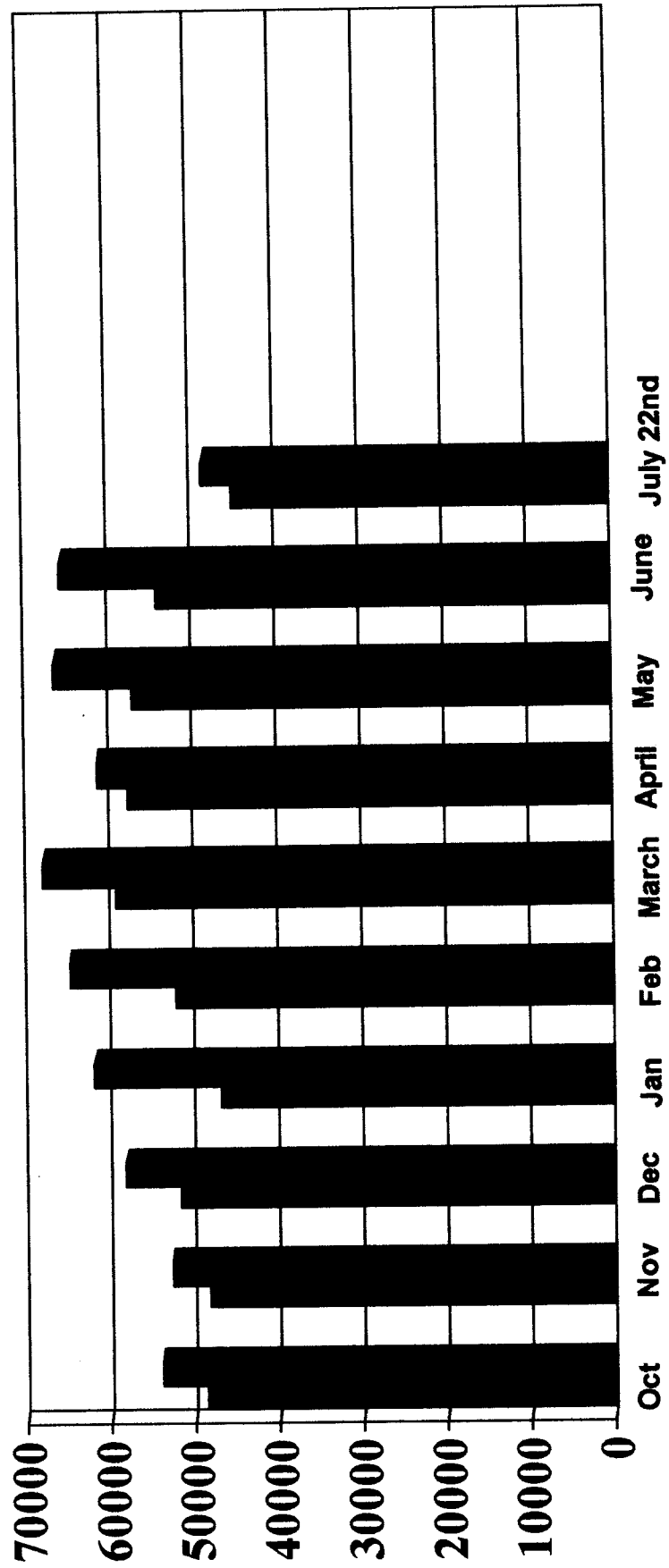
**PLEASE PRINT LEGIBLY**

| NAME                    | ORGANIZATION / DEPT. | PHONE NO.    | FAX / EMAIL        |
|-------------------------|----------------------|--------------|--------------------|
| Richard Steinberg       | Self                 | 305 534 7467 | Steinberg@ix.net   |
| Cynthia Zamora          | Herald               | 305-615-0240 | czamora@herald.com |
| Gymerman, Sanford       | CRB                  | 673-7104     |                    |
| Max Sklar               | CRB-TCB              | 6116         |                    |
| Mattie Dennis           |                      |              |                    |
| Comm. Richard Steinberg | CRB                  | 7103         |                    |
|                         |                      |              |                    |
|                         |                      |              |                    |
|                         |                      |              |                    |
|                         |                      |              |                    |

# ELECTROWAVE Passenger Counts

## by Month & by Fiscal Year

■ FY 2002/03 ■ FY 2003/04



**ELECTROWAVE**  
**Passenger Counts**  
 BY MONTH/YEAR COMPARISON  
 FY 2002/03 & FY 2003/04

| MONTH     | FISCAL YEAR 2002/03 | FISCAL YEAR 2003/04 |
|-----------|---------------------|---------------------|
| OCTOBER   | 48,448              | 53,835              |
| NOVEMBER  | 48,037              | 52,567              |
| DECEMBER  | 51,378              | 57,926              |
| JANUARY   | 46,591              | 61,615              |
| FEBRUARY  | 51,922              | 64,471              |
| MARCH     | 58,798              | 67,475              |
| APRIL     | 57,338              | 61,074              |
| MAY       | 56,684              | 66,016              |
| JUNE      | 53,705              | 65,140              |
| JULY      | 44,659              | 48,207              |
| AUGUST    |                     |                     |
| SEPTEMBER |                     |                     |
|           |                     |                     |

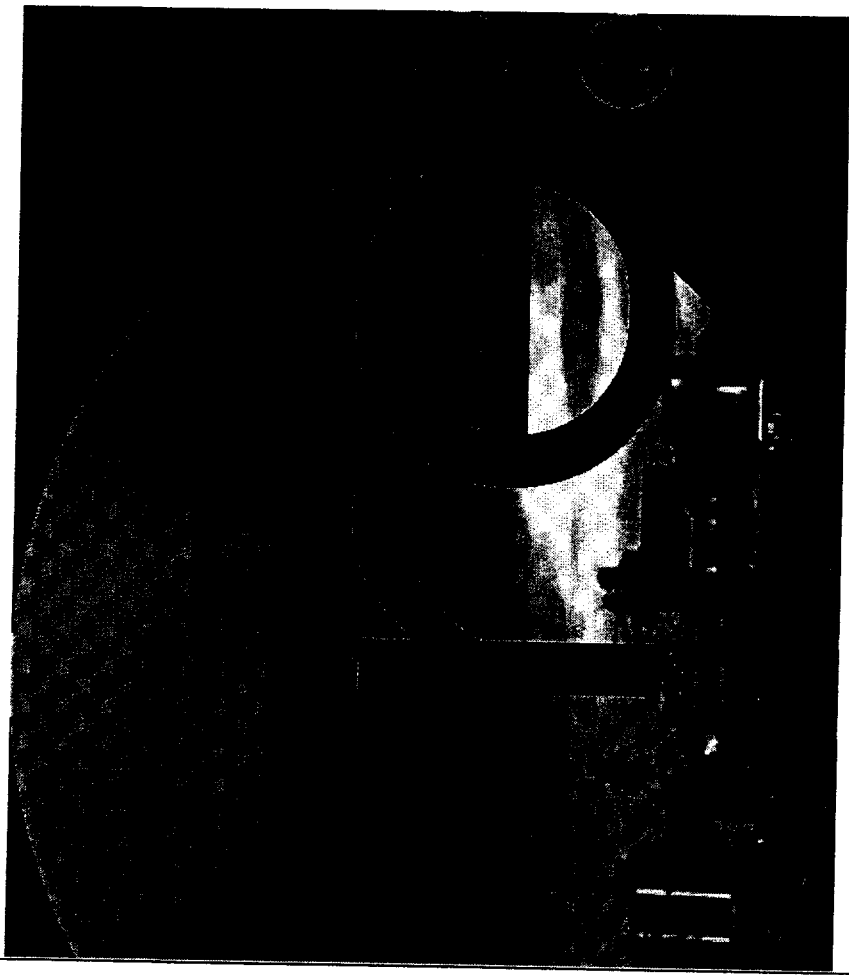
(as of 7/22)

**TOTAL                      517,560                      598,326**

*January 20-26, 2003 → unseasonably cold weather led to decrease in passenger counts*  
**COLLINS ROUTE DISCONTINUED ON FEBRUARY 20, 2003 @ 1AM**  
*May 23 -29, 2003 → heavy rains*  
*June 2003 → heavy rains*  
*December 2003 → some very cold days/nights*  
*February 2004 → leap year (xtra day = 1828)*  
*July 2004 → heavy rains*

**\*\*\*Ridership: There are 80,766 MORE passengers as of July 22, 2004 than there were at the same time last year (July 22, 2003)**





## MBTMA Shuttle Re-branding

MBTMA Shuttle Re-branding • 7.28.04 • private and confidential



## About re:group

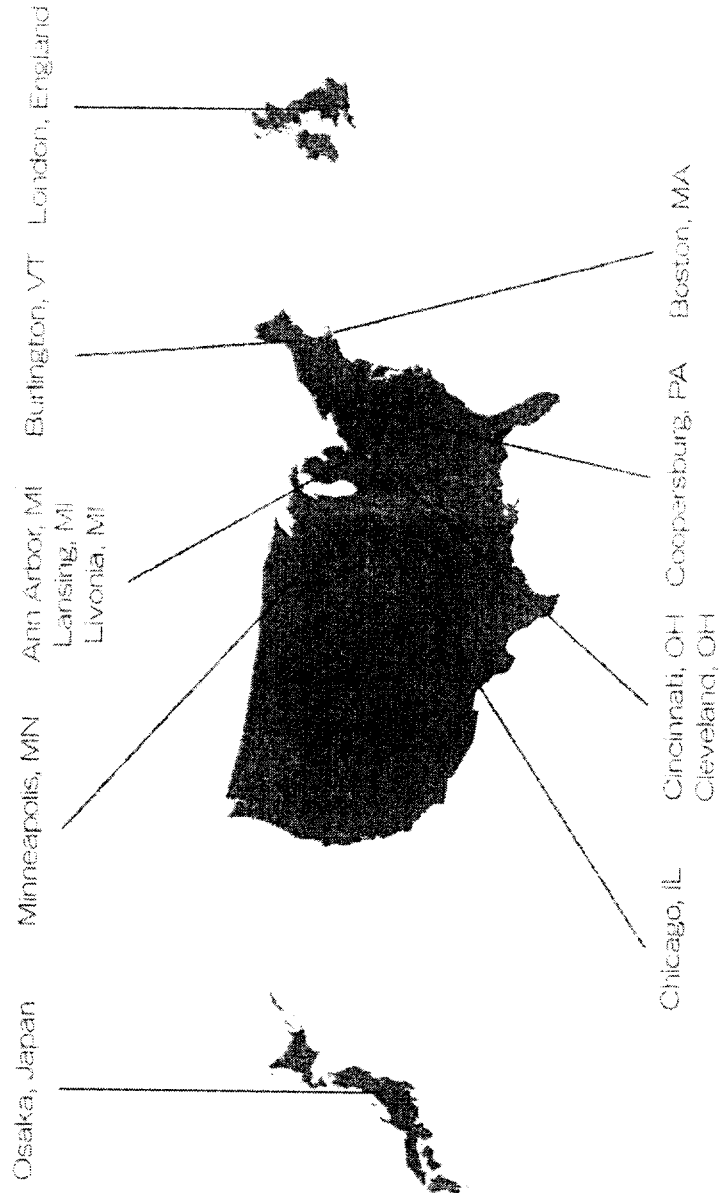
We are an integrated marketing communications firm that helps companies create and manage their brands consistently across every customer touchpoint.

We have been delivering brand solutions since 1974.

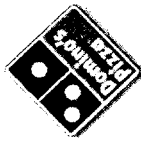


## Global reach with expertise in...

- Market Research
- Account Planning & Stewardship
- Strategy & Positioning
- Advertising
- Identity & Naming
- Collateral
- Direct Mail
- Promotions & Events
- Web-site Development
- Media Planning & Placement



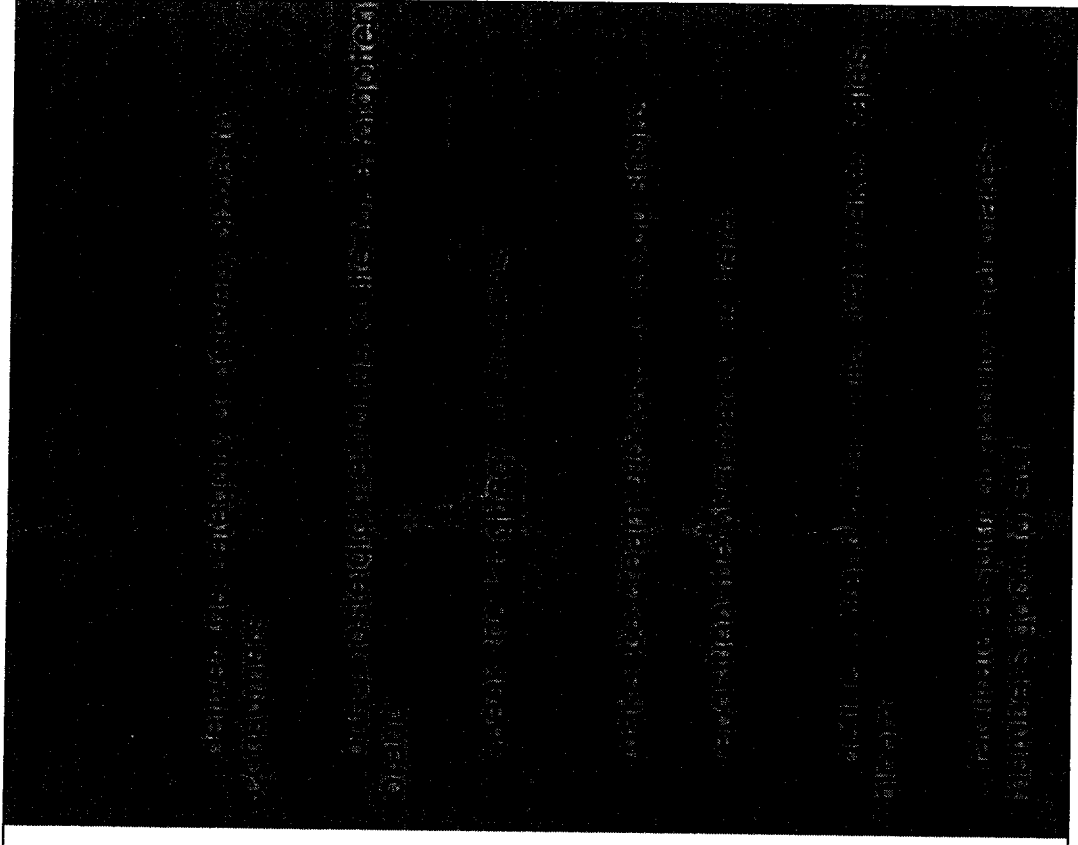
**We've helped**



**DUSKIN.**



*The Medicine Shoppe*



MBTMA Shuttle Re-branding • 7.28.04 • private and confidential



## Re-branding the Electrowave

### Our charge:

Develop a new branding identity for the shuttle to include a new name, logo and shuttle wrap design that will increase visibility in the City of Miami Beach and ultimately impact ridership.



# Our process



Discover insights to your current situation and identify opportunities for your future

## Tasks:

Kickoff Meeting  
Brand Workshop  
Analysis/Positioning

## Dates:

4/19 - 5/7 (3 weeks)

Define the key elements of the brand positioning and identity strategy

## Tasks:

Brand Platform Review  
Naming Criteria

## Dates:

5/10 - 5/21 (2 weeks)

Develop the name, identity and tools necessary to guide the brand at key points of contact

## Tasks:

Naming Development  
Visual Identity Concepts

Dates: \*Extended due to scheduling. Originally 5/24 - 7/7 (6 weeks)

Deliver the final design direction and specified elements for production

## Tasks:

Preparation of files to vendors/suppliers

Dates: \*TBD  
Originally set for 7/12 - 7/16 (1 week)

## The Brand Workshop

- A full day of exploration into how the MBTMA and other stakeholders perceive the new shuttle brand
- Workshop consisted of a series of interactive exercises to discover goals, target audiences, brand barriers, personality and strengths
- Eight community stakeholders participated on April 21st



## Stakeholder Voices

To include the voice of community stakeholders, various groups were sent a discovery workshop workbook and asked to contribute and participate. The following groups included:

- City of Miami Beach Transportation & Parking Committee
- Ocean Drive Association
- Lincoln Road Marketing, Inc.
- Miami Beach Transportation Management Association's Board of Directors
- Rebecca Towers North & South Boards
- Alliance for Reliable Transport



## Workshop Outcomes

### *The Brand Platform*

The brand platform begins with what re:group calls the brand statement: a simple declaration of what this particular brand reliably delivers.

The challenge was to develop a single strategic statement that answered two questions:



## **Workshop Outcomes**

### *The Brand Statement*

The X is the most easygoing, rewarding and comfortable transportation option serving South Beach among visitors and residents that seek true convenience and value from a welcoming, vibrant and vital community resource.

Compared to other transportation options serving South Beach, The X's friendly, knowledgeable drivers, dependable, modern fleet, and value-rich fares assure visitors and residents an efficient, comfortable and worthwhile experience each and every time.

## Brand Statement Breakdown

The X is the most easygoing, rewarding and comfortable transportation option serving South Beach among visitors and residents that seek true convenience and value from a welcoming, vibrant and vital community resource.

Compared to other transportation options serving South Beach, The X's friendly, knowledgeable drivers, dependable, modern fleet, and value-rich fares assure visitors and residents an efficient, comfortable and worthwhile experience each and every time.

### Key

**Red** = core position we desire to own

**Purple** = our target's frame of reference

**Orange** = key differentiators

**Black** = core target

**Blue** = who we are, our personality

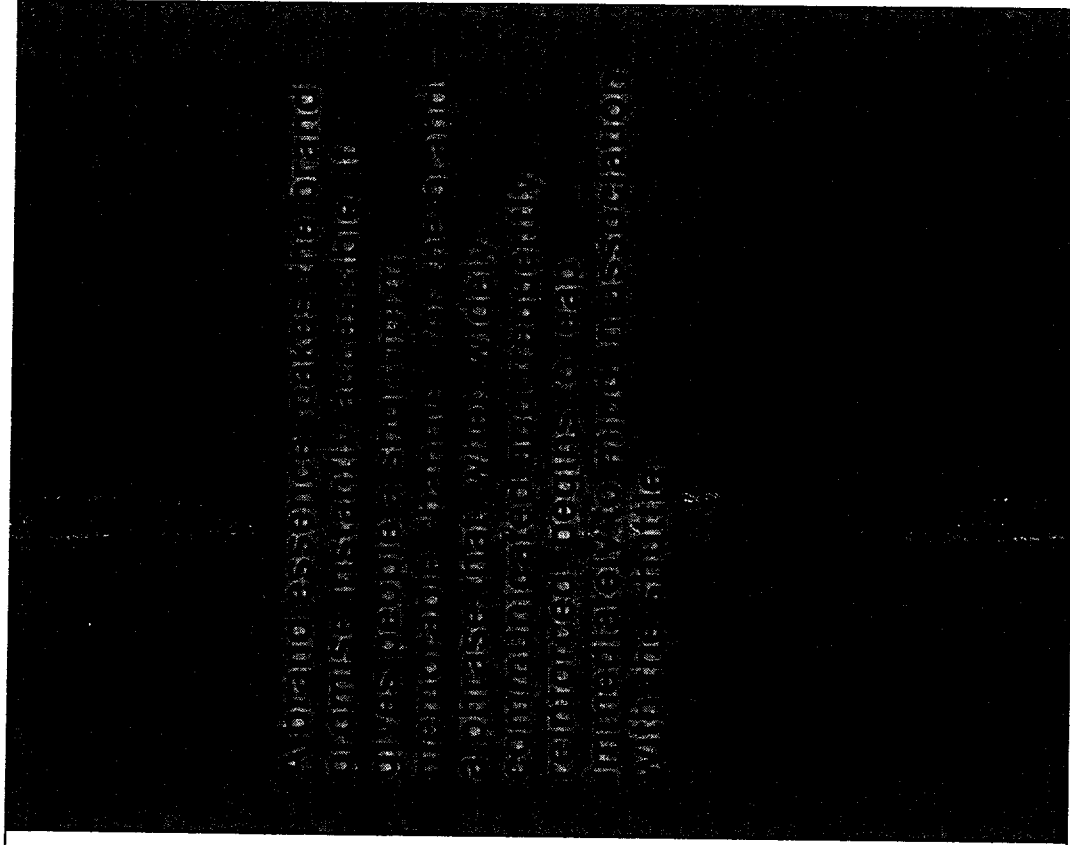
**Green** = our brand's promise

## **Workshop Outcomes**

### *The Brand Essence*

A brand's essence is that collection of qualities (emotions, beliefs, attitudes and experiences) that most clearly define what the brand means to its most loyal users.

The purpose of defining the brand essence is to assure that all messages to the marketplace are unified and that they share the same essential core ideas and tone. This consistent thread will help maximize the impact of the shuttle's marketing communications program in the marketplace.



## Workshop Outcomes

### *The Brand Essence*

Based on our research and analysis, re:group recommended the new shuttle's brand essence be:

#### "The Insider"

How this essence comes to life...

Be in the know – the X is the best way to make the most of South Beach. Whether you're going to work or play, the X is the most comfortable, easiest, and least expensive way to really be a part of South Beach. So get on the X, and get in the loop.



## Naming

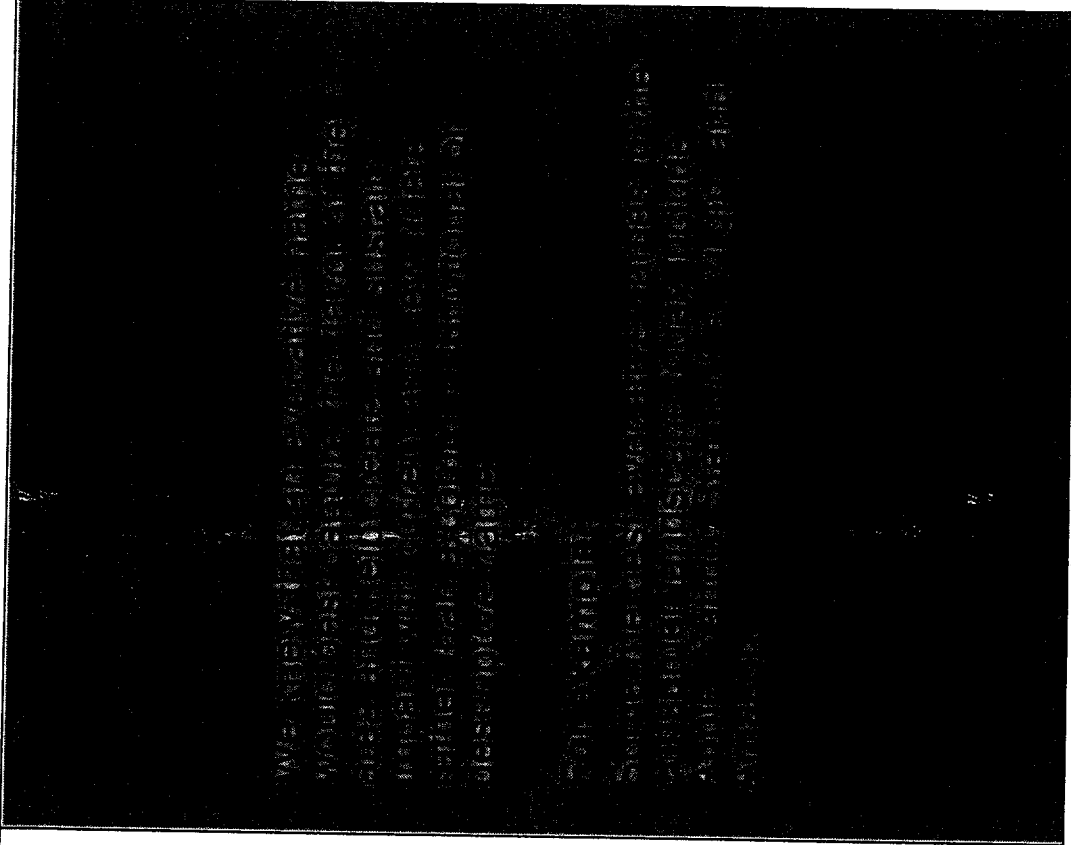
We approach naming as we approach all branding and communications initiatives—as a strategic discipline undertaken to meet business objectives.

### Our philosophy:

The best product, service and company names require the least advertising.

Because they **are** advertisements.

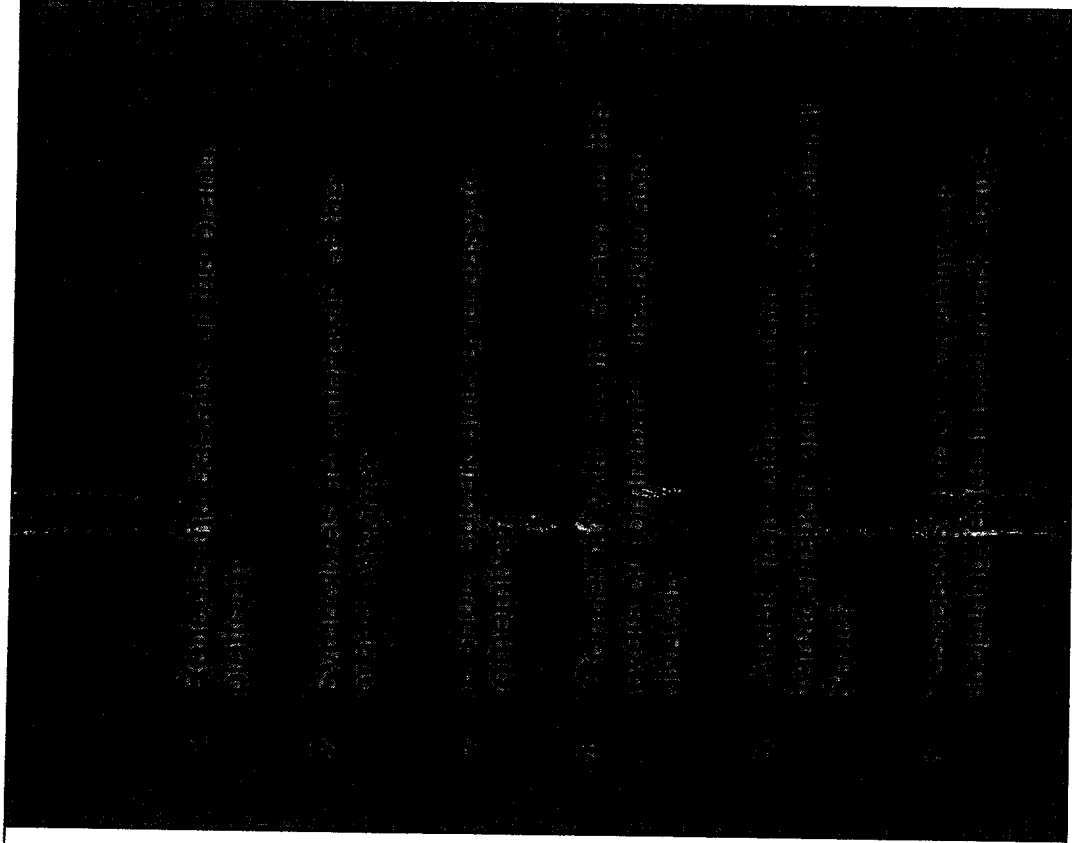
This was our goal for the new shuttle.



## Naming Criteria

As a proven cornerstone of our naming process, we established filter and benchmark criteria to help in the development and selection of a compelling and memorable name.

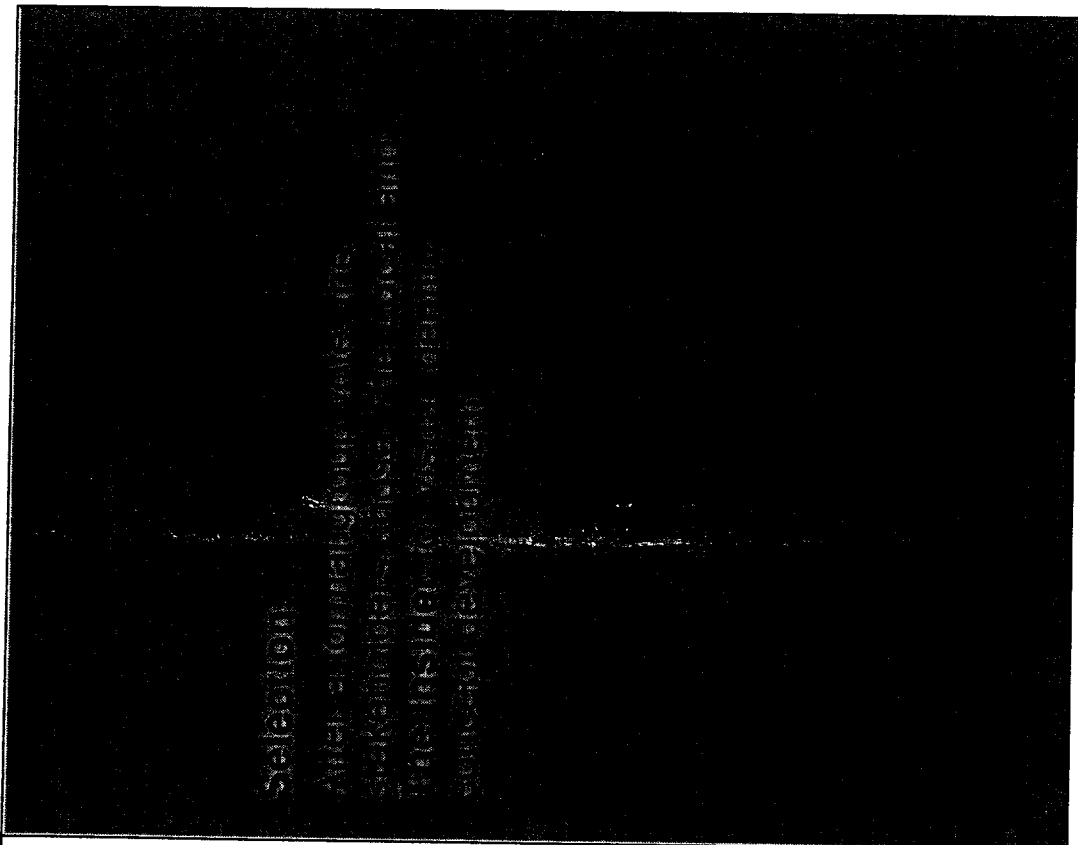
Here is the list of our six naming filters applied to each name we developed:



## Name Scoring

A list of over 100 names were developed and then scored against the criteria. The top 5 names (with highest overall scores) were as follows:

- The Vibe
- The Orbit
- The Local
- The Bustle
- The Insider





## The Visual Identity

Our creative team explored many paths to create a compelling and memorable visual identity.

The criteria used to distill the creative concepts were:

- Fits well within the South Beach landscape, yet original and unique
- Possesses strong ability to extend through marketing communications
- Possesses the ability to endure and stay fresh over time
- Possesses the ability to capture visual intrigue with visitors and tourists

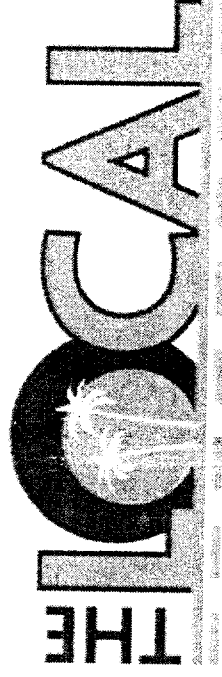
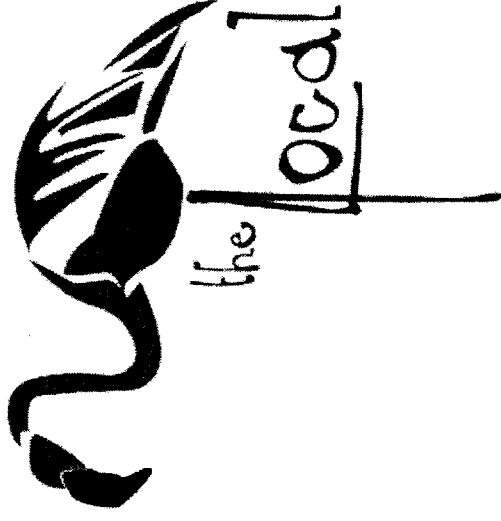


## Visual Identity Paths

A total of 12 different creative paths were offered for The Local (6) and The Insider (6).

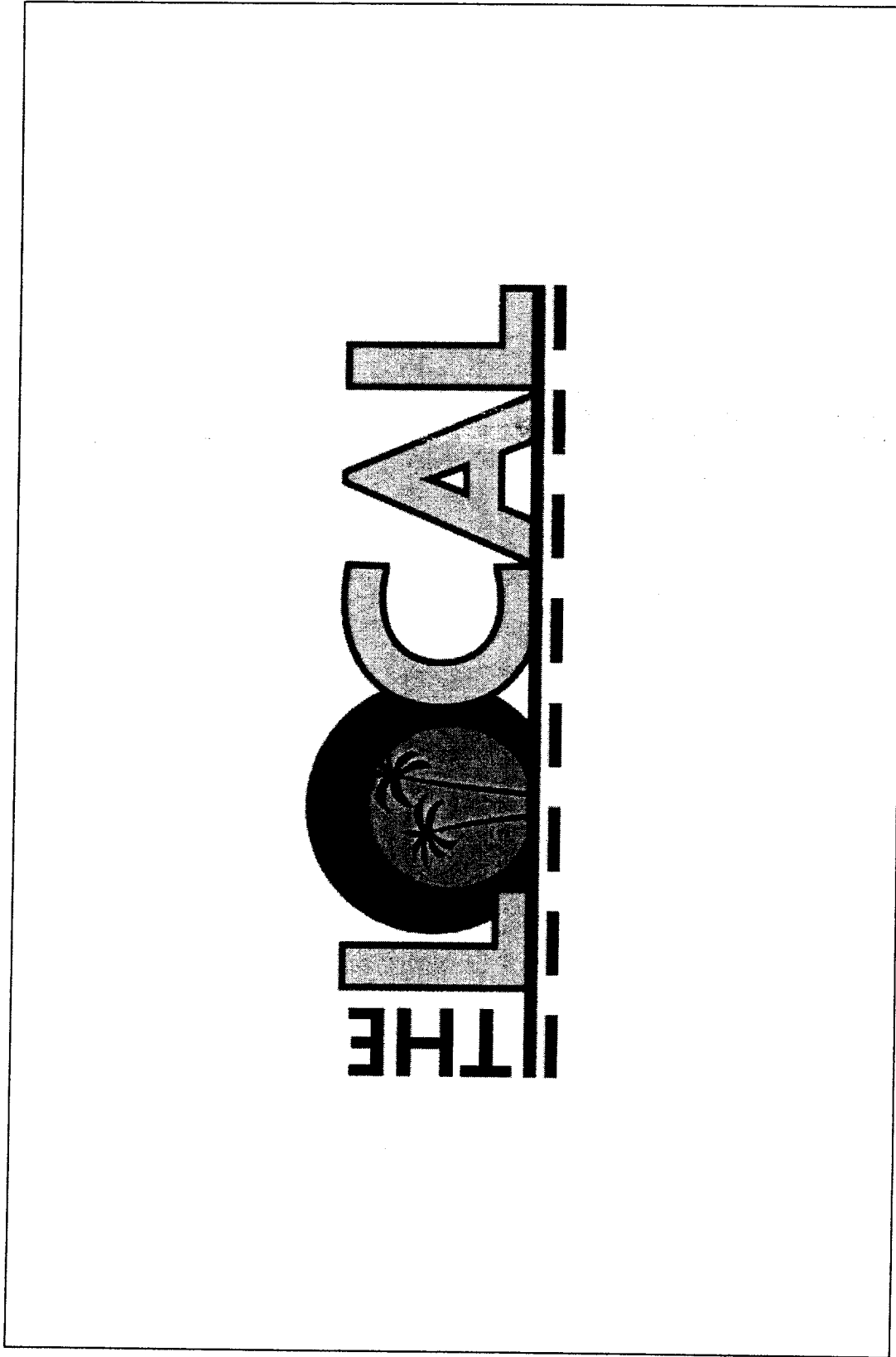
The stakeholders reviewed the concepts, via online, and held a vote for the two identities they wanted to explore further through bus design and other extensions.

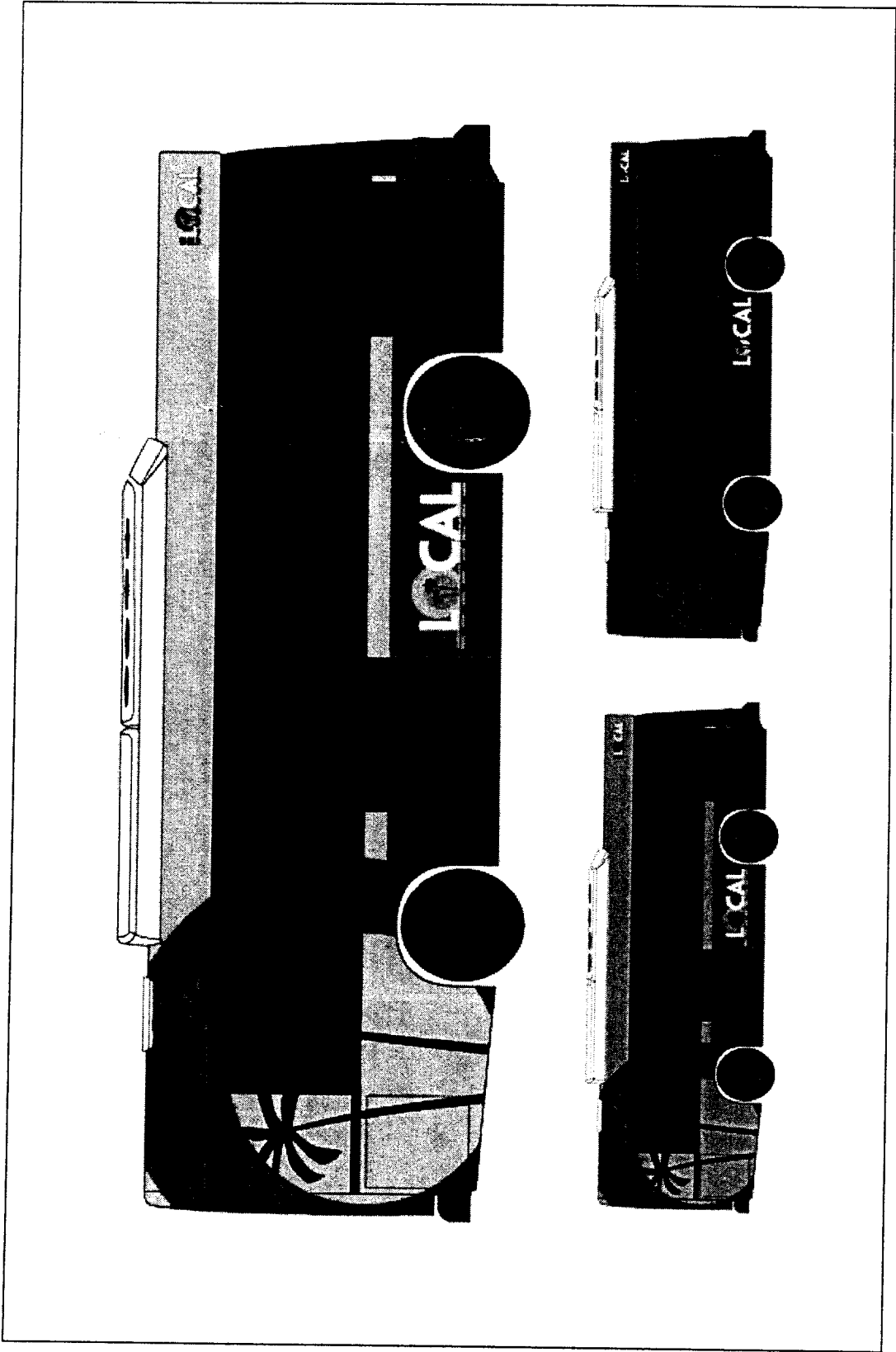
The two paths chosen for exploration were:

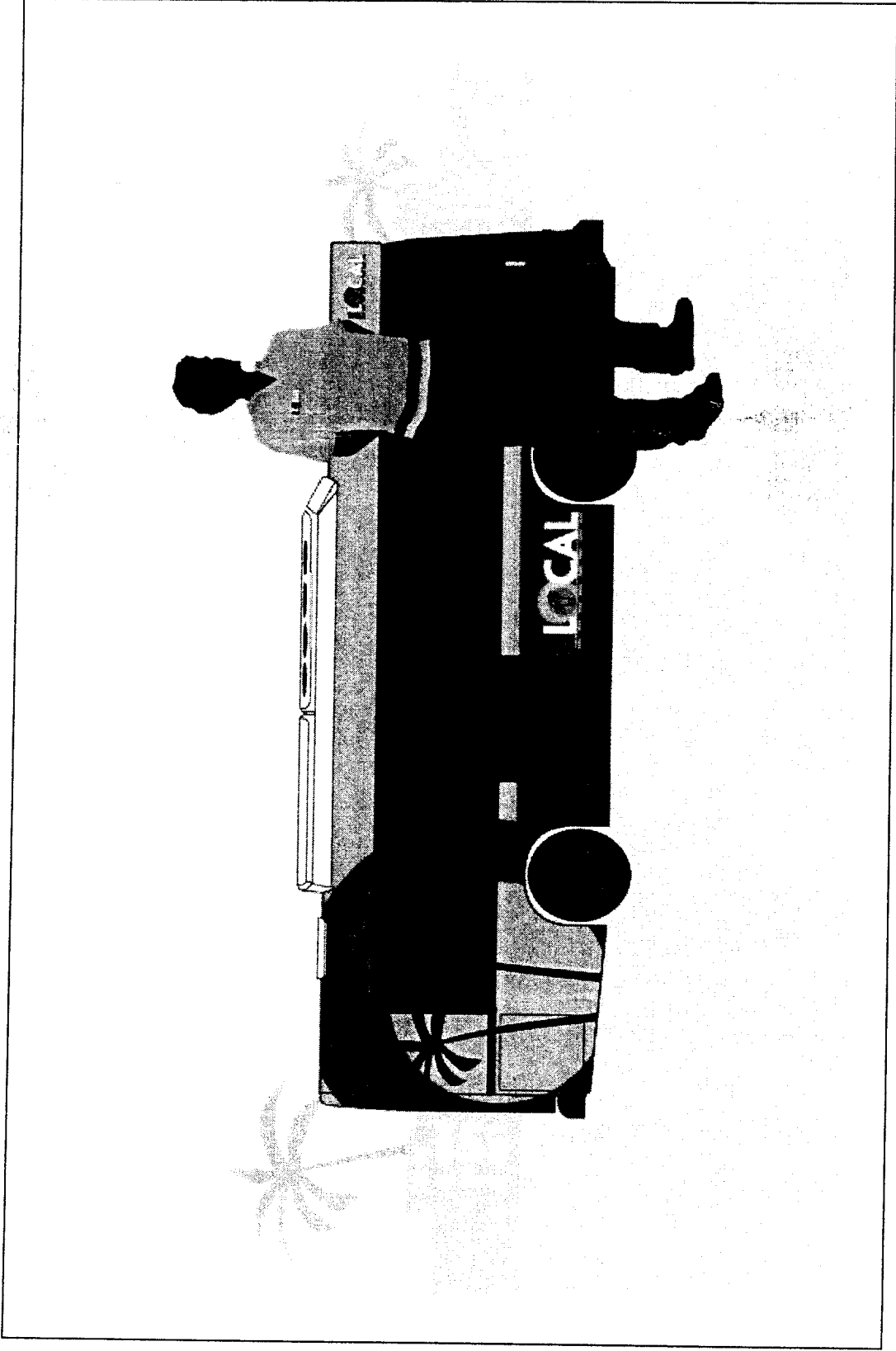


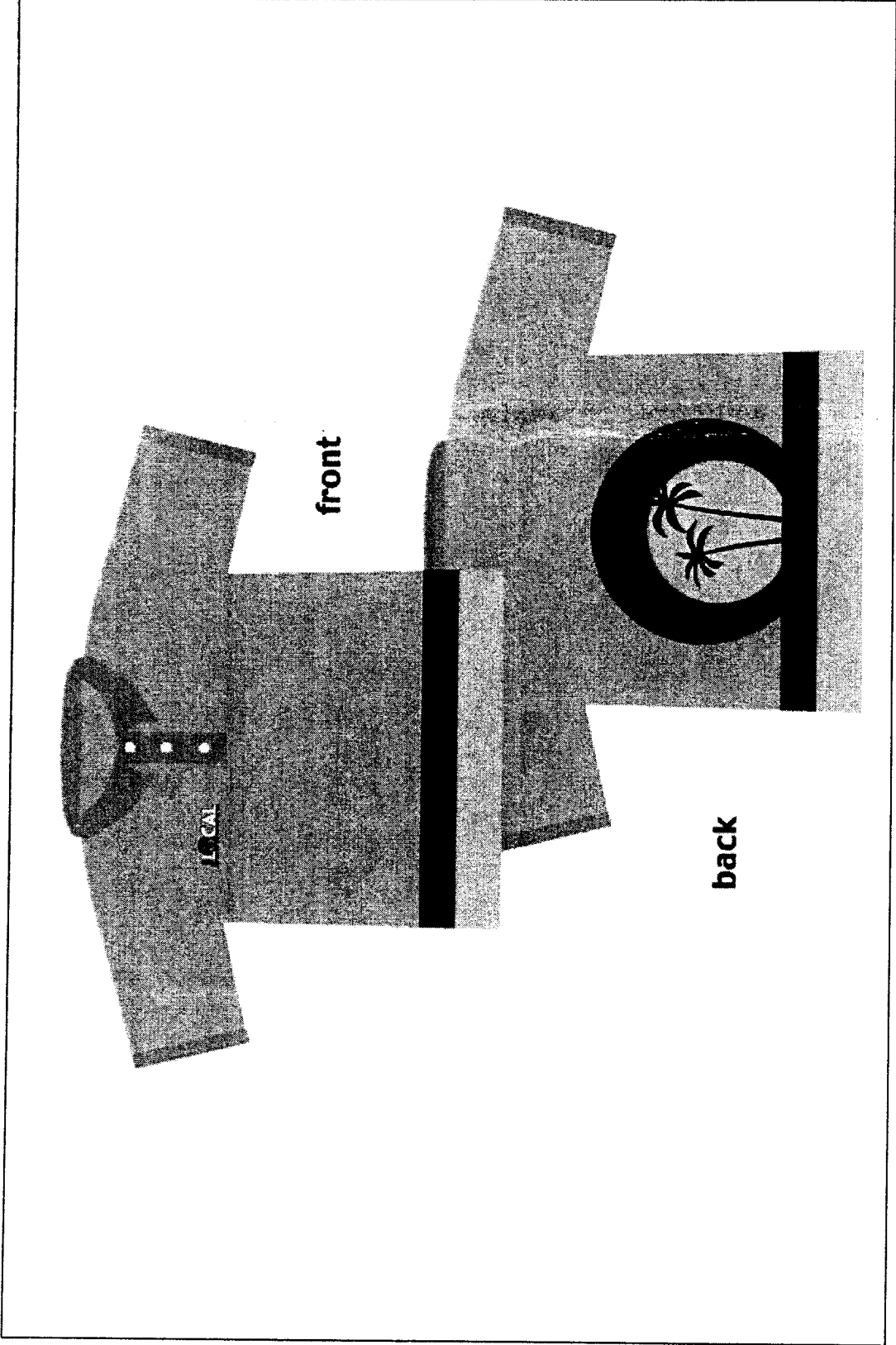
# Concept #1



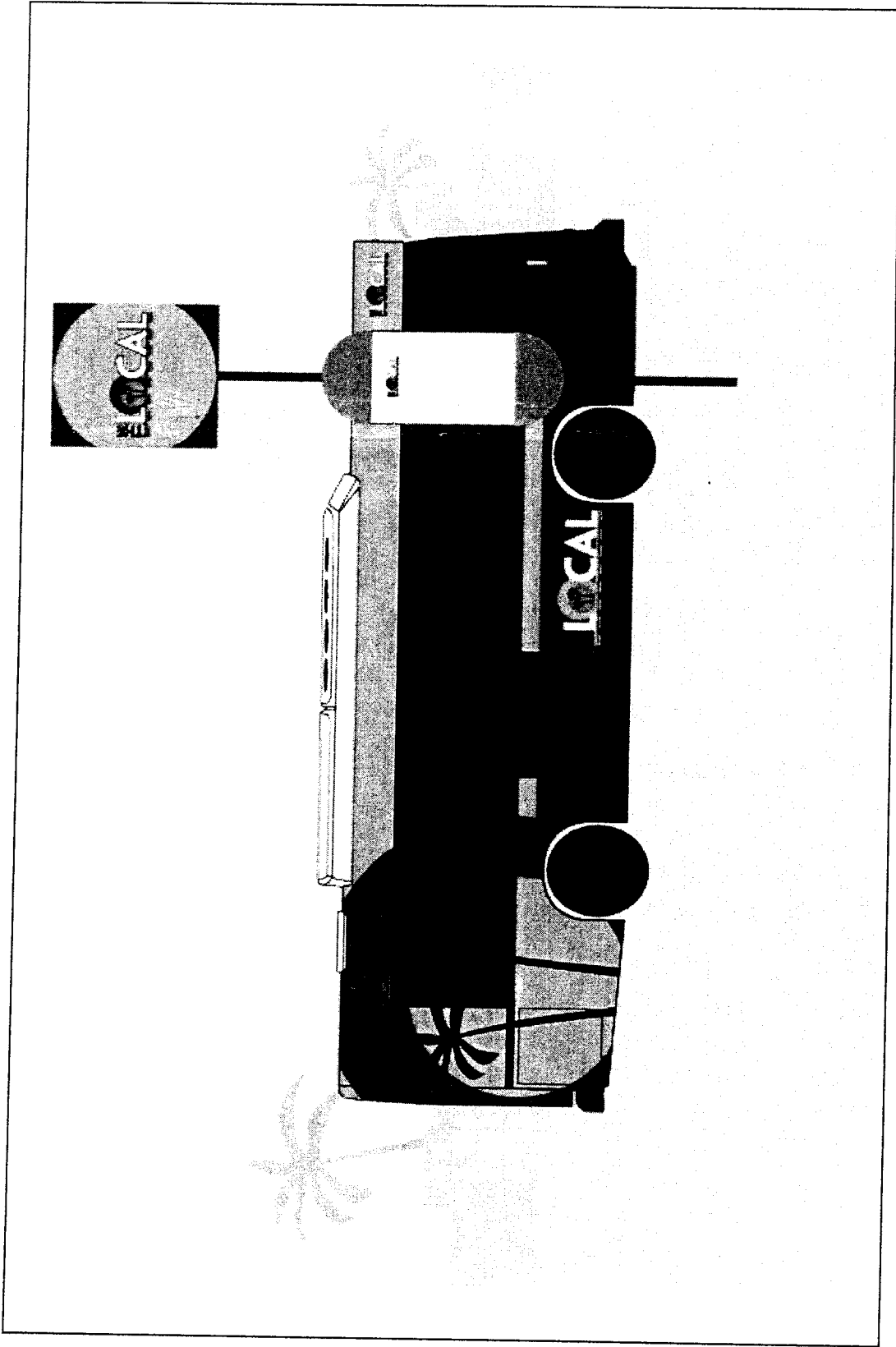






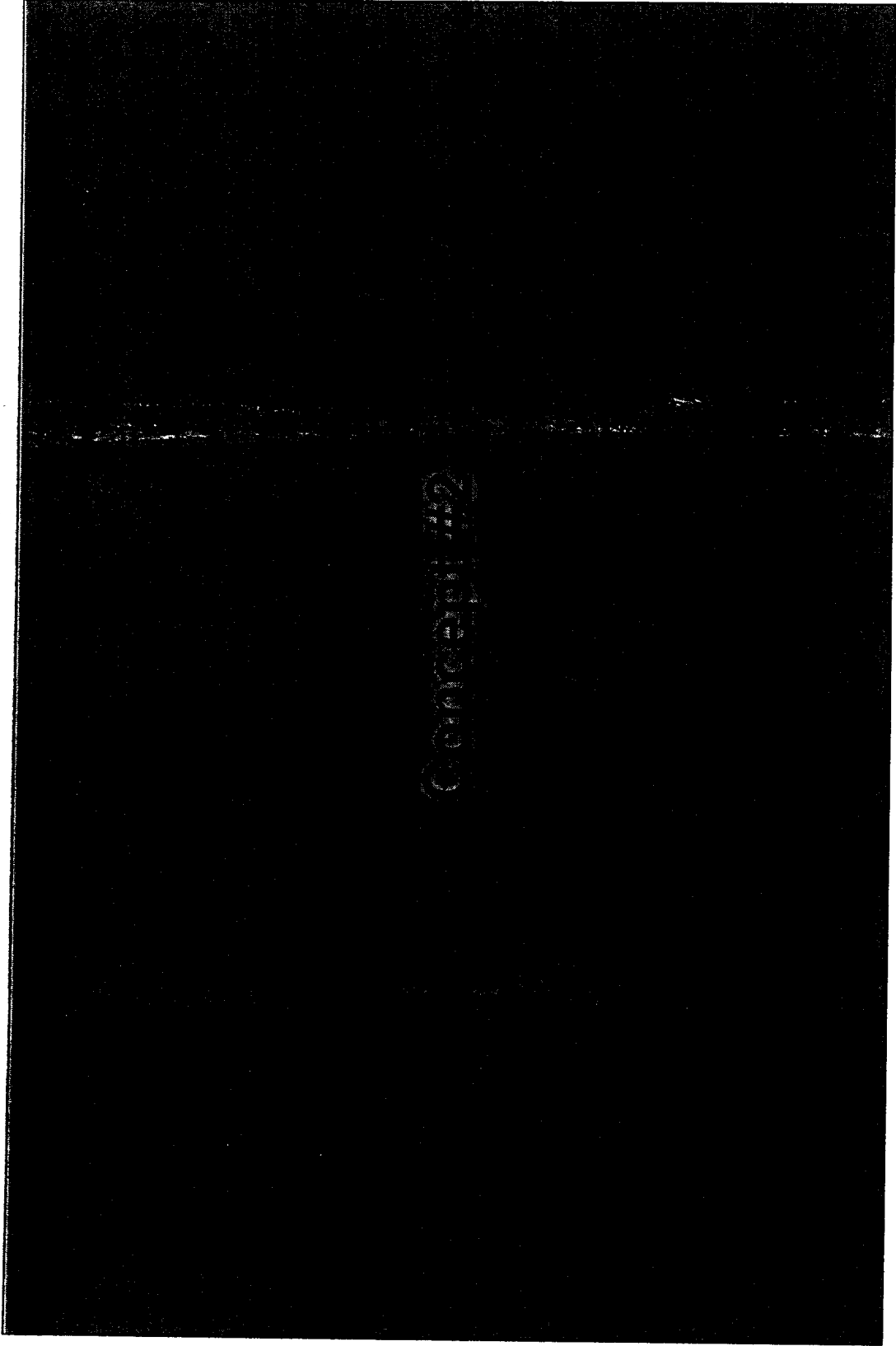


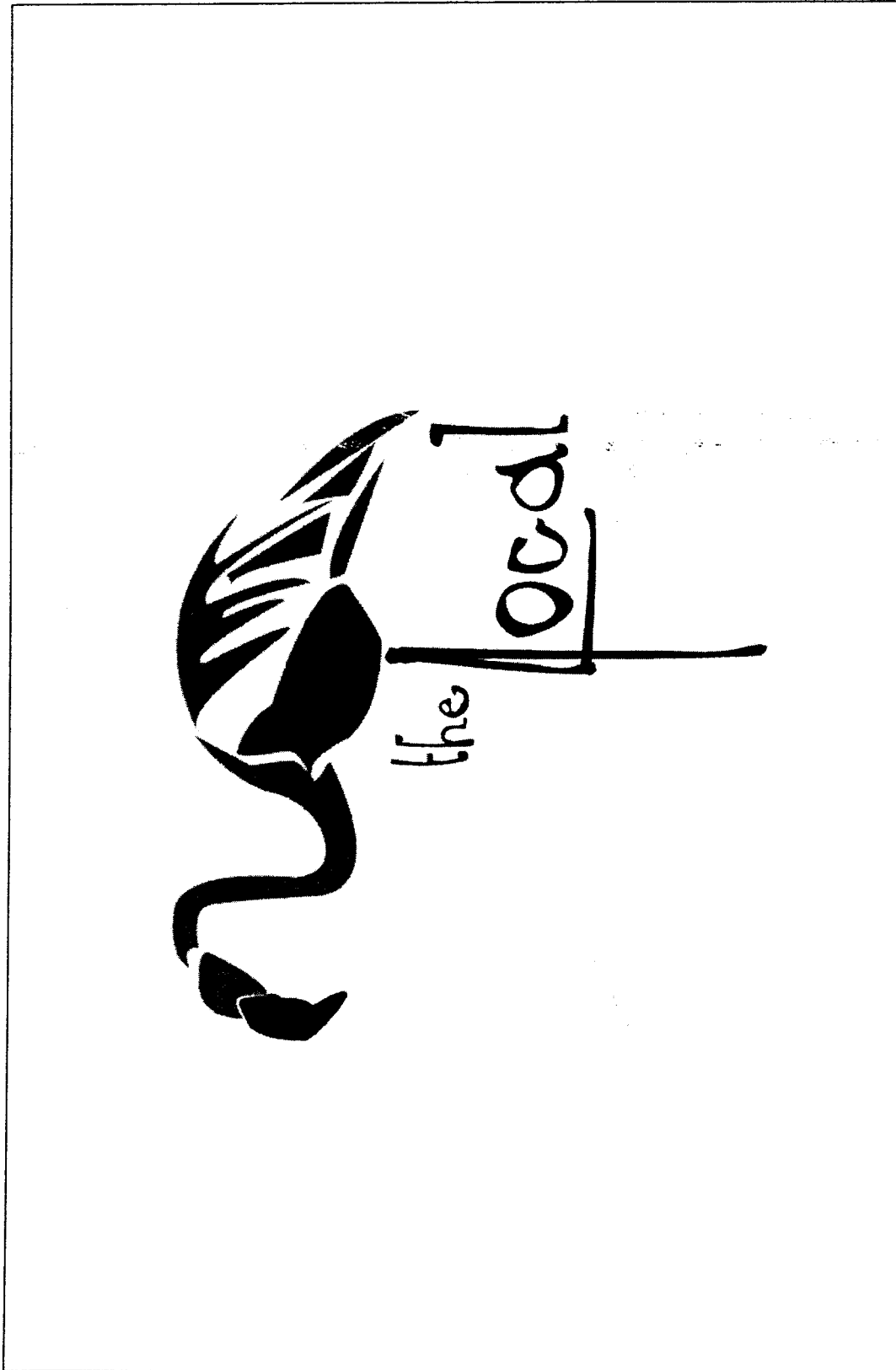


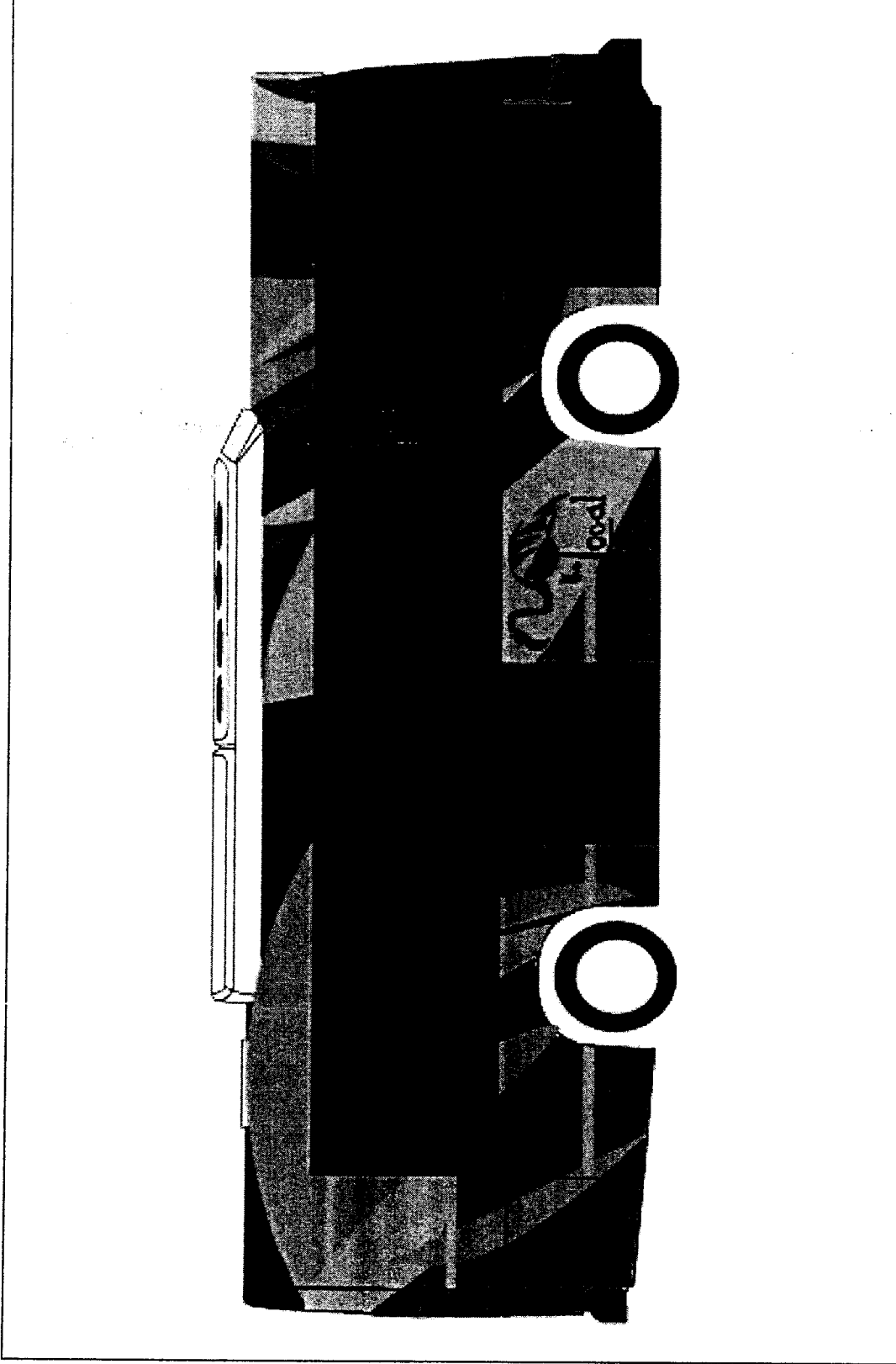


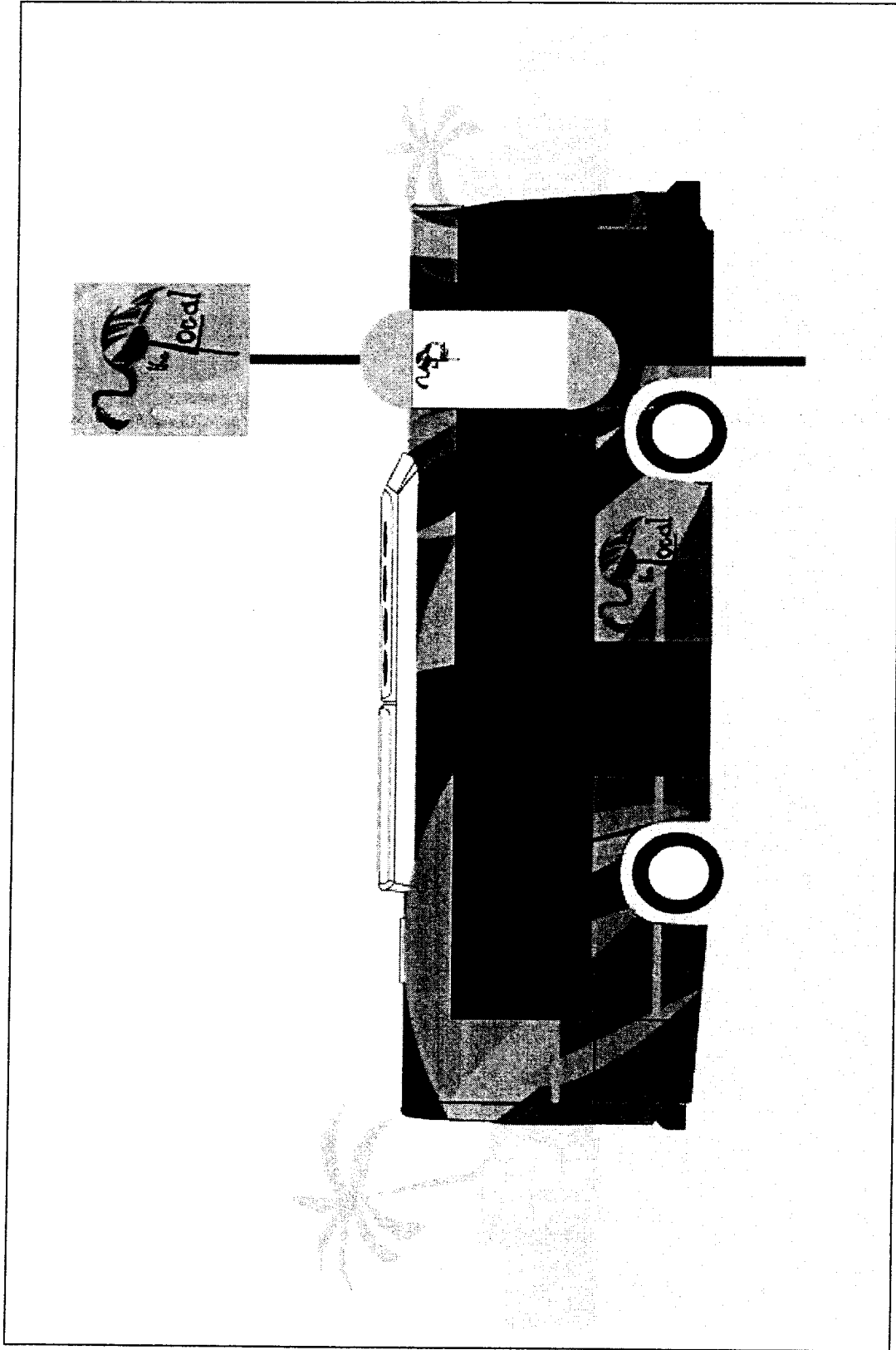
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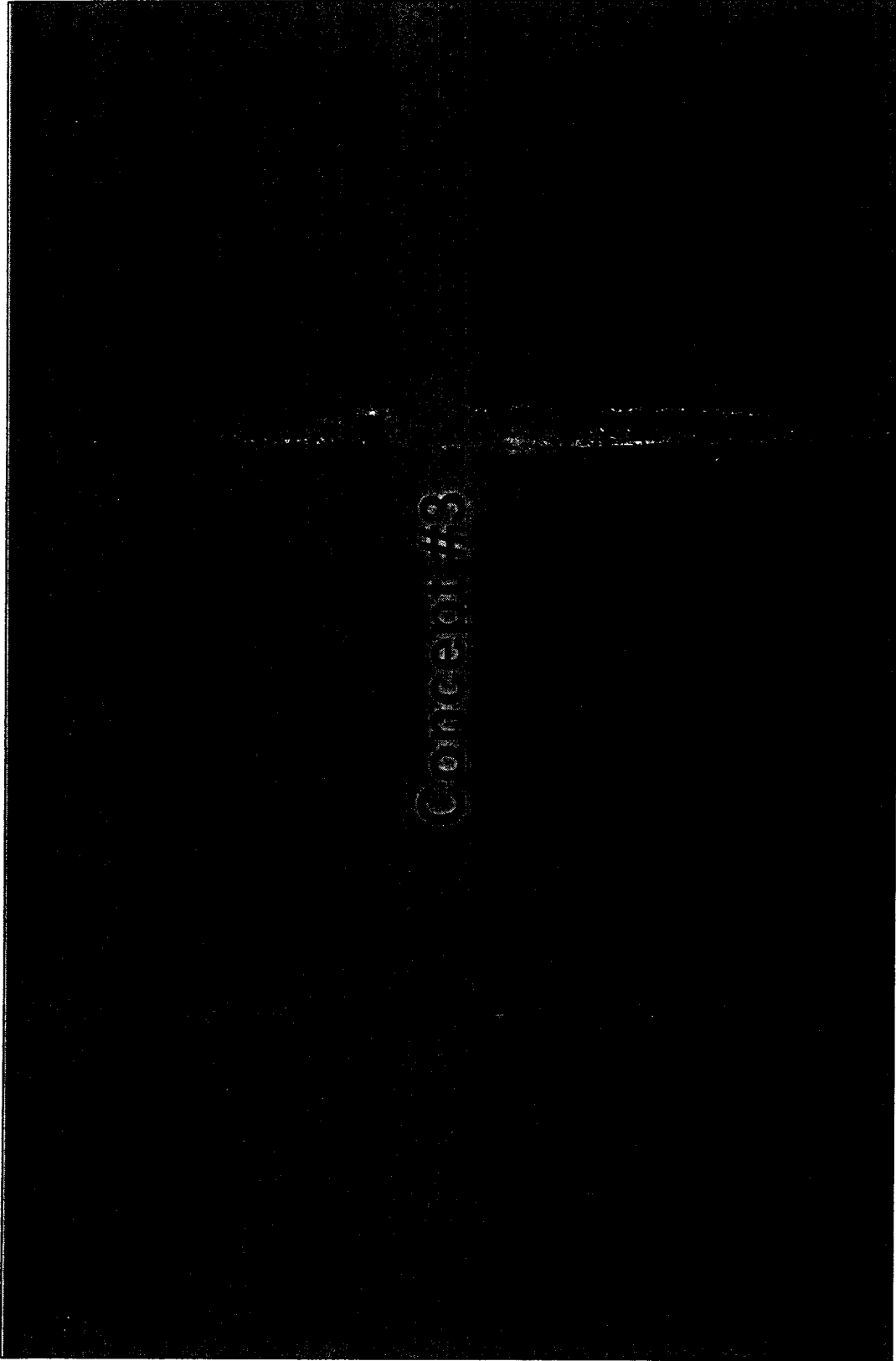


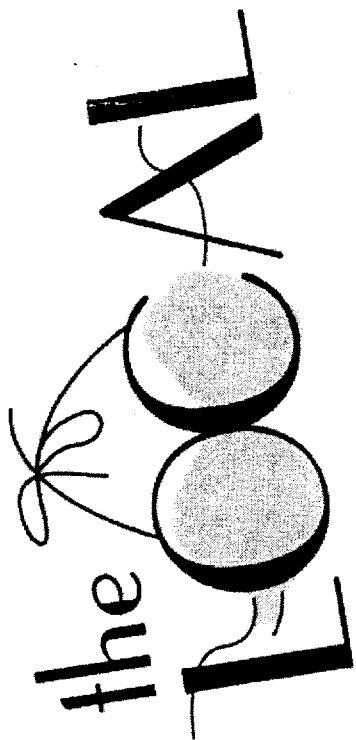


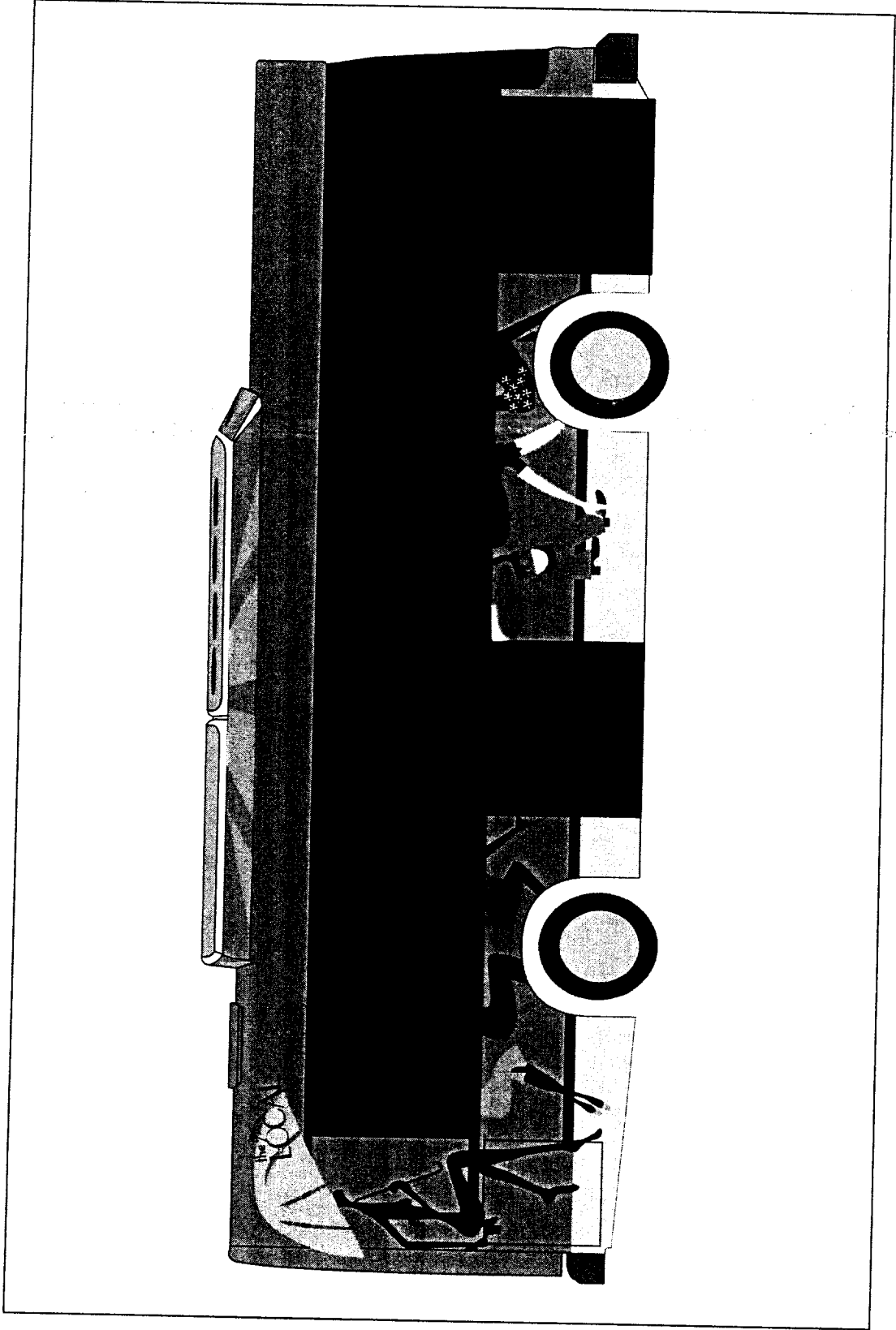








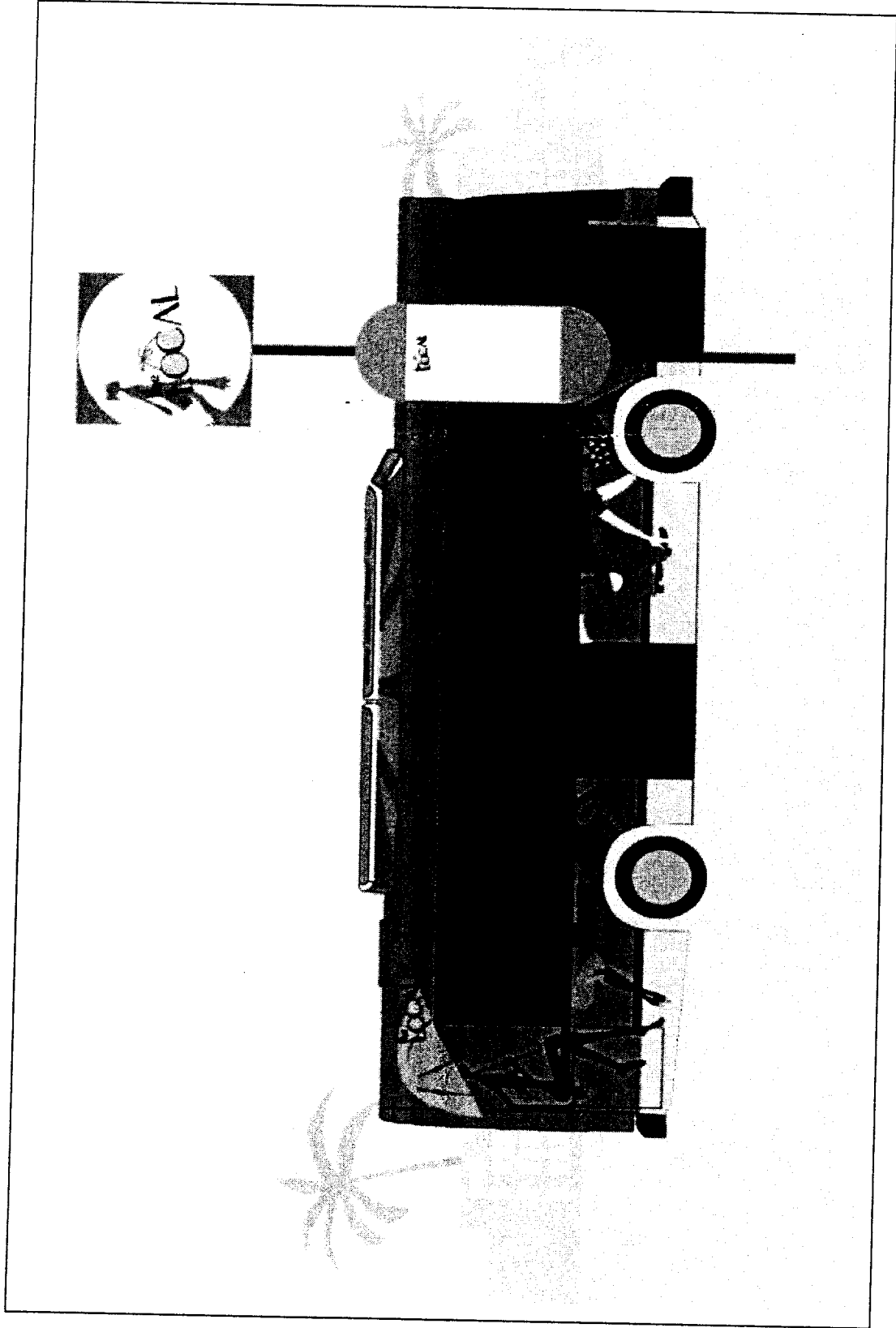




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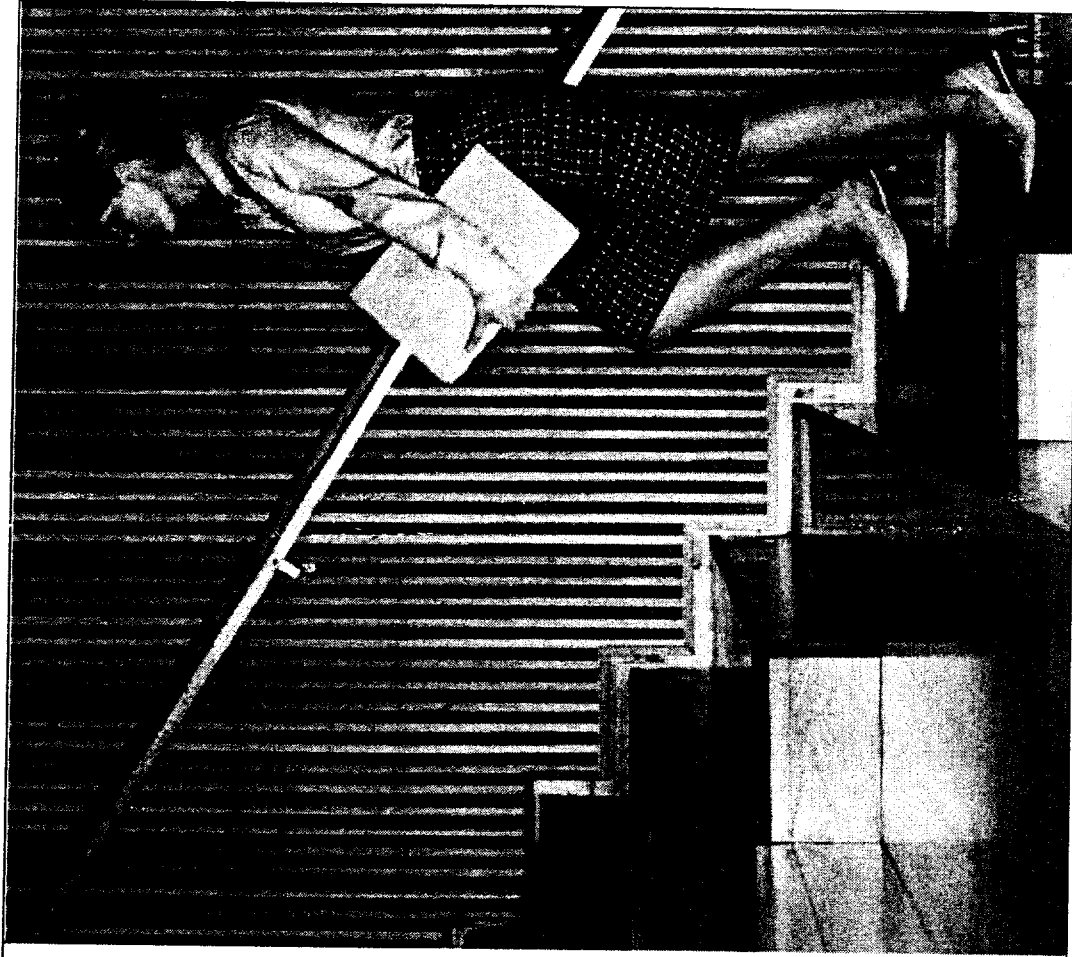


MBTMA Shuttle Re-branding • 7.28.04 • private and confidential



## Next Steps

- Final visual path consensus
- Development of final bus wraps, bus stops, brochure, maps, and web home page
- Prepare final files for vendors
- Launch



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# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** September 8, 2004

**From:** Jorge M. Gonzalez  
City Manager

**Subject: REPORT OF THE FINANCE AND CITYWIDE PROJECTS COMMITTEE  
MEETING OF AUGUST 18, 2004.**

A meeting of the Finance and Citywide Projects Committee was held on August 18, 2004 at 2:45 p.m. in the City Manager's Large Conference Room.

Finance and Citywide Projects Committee Members in attendance included: Chairperson Commissioner Jose Smith, Vice-Mayor Richard L. Steinberg, and Commissioner Matti Herrera Bower.

City staff was represented by: Patricia D. Walker, Chief Financial Officer; Robert C. Middaugh, Assistant City Manager; Mayra D. Buttacavoli, Human Resources and Risk Management Director; Georgina P. Echert, Assistant Finance Director; Manny Marquez, Finance Manager; Tim Hemstreet, Capital Improvement Projects Director; Kristin McKew, Capital Projects Administrator; Fred H. Beckmann, Public Works Director; Michael Alvarez, Assistant Public Works Director; Bob Halfhill, Assistant Public works Director; Raul Gonzalez, Engineering Assistant I; Raul Aguila, First Assistant City Attorney; Jorge Gomez, Planning Director; Robert Reboso, Redevelopment Specialist; and, Dolores Mejia, Office Associate V.

Others in attendance included: Doug Tober and Barbara Gray, SMG; Richard Montalbano and Sonya Little, RBC Dain Rauscher; A.C. Weinstein, Sun Post; Joe Fontana, Convention Center Advisory Board; and, David Kelsey, South Beach Hotel and Restaurant Association.

### **NEW BUSINESS:**

- 1. Discussion regarding the proposed issuance of City of Miami Beach Water and Sewer System Revenue and Refunding Bonds Series 2004A and 2004B.**

### **Action**

**The Committee moved the item to the full Commission, recommending approval of the proposed issuance of City of Miami Beach Water and Sewer System Revenue and Refunding Bonds Series 2004A and 2004B.**

Chief Financial Officer Patricia D. Walker introduced and summarized the item. Ms. Walker introduced Mr. Richard Montalbano and Ms. Sonya Little, from the firm of RBC Dain Rauscher, the City's financial advisors.

**Agenda Item** CGC  
**Date** 9-8-04

Ms. Walker stated that part of her charge as Chief Financial Officer, and that of our financial advisors, is to constantly look at opportunities to refund our bonds in order to make sure the City is paying the lowest possible rate within statutory and tax requirements. Ms. Walker additionally stated that, coupled with this issue, the Administration deals, everyday, with the concerns of the City's Capital Improvement Program (CIP) and whether or not the City has enough funding to complete the projects that were envisioned within the program for our Water and Sewer improvements.

Ms. Walker stated that in conversations with Capital Improvement Projects Director Tim Hemstreet and Public Works Director Fred H. Beckmann, Administration finds that there is a shortage of funding for projects that are currently underway in design and some projects that have yet to go through design process.

Ms. Walker stated that through an evaluation of opportunities, Administration has come back with an analysis that shows that the City has the capacity, within the existing rate structure for Water and Sewer, to both enhance the amount of bonds outstanding by doing an additional new money issue and combining that with a refunding where the City can save substantial dollars. Ms. Walker further stated that the City has the capacity to fund approximately \$37 million of additional new bonds coupled with a refunding that would provide present value savings of \$1.8 million.

Vice-Mayor Steinberg asked whether the additional capacity is because the funds collected by the Water and Sewer are in excess of the operating costs.

Chairperson Commissioner Smith stated that this was part of the reason for the increased capacity. Ms. Walker added that part of the reason is because of the incremental revenues as a result of increased usage. Ms. Walker also stated that this has allowed the City to increase its debt service revenue bond coverage beyond the 1.1 coverage which is required.

Ms. Walker stated that at a \$37 million funding capacity, the City would maintain a 1.25 debt service coverage instead of the 1.8 and 1.75 coverage which the City has averaged. Ms. Walker additionally stated that this would be the coverage after payment for water and sewer from the County, debt service, and the operating expenses of the Water and Sewer Division within our City.

Vice-Mayor Steinberg stated that he was supportive of this proposed bond issuance; however, he wondered if any of these excess funds in the Water and Sewer Enterprise Fund could have been used to assist residents and businesses to offset last years Water and Sewer pass-through rate increase from Miami-Dade County.

Ms. Walker stated that the City has had the long-standing policy of passing along any incremental costs charged by the County.

Mr. Montalbano stated that the Series 2000 Water and Sewer Revenue Bonds projected that the City would have sufficient residual cash flow to meet the entire CIP and fund pay-as-you-go capital projects. Mr. Montalbano further stated that, from an independent perspective, the rate structure is ample to cover principal and interest, but does not generate enough residual cash to meet all the components of the CIP, and thus the City finds itself with a proposed bond issuance in order to complete the Water and Sewer CIP.

Commissioner Bower asked for confirmation whether or not the City would be required to raise Water and Sewer rates because of this proposed issuance.

Ms. Walker replied that rate increases are planned as part of the original rate structure set for the next two years, effective October 1, 2004 and October 1, 2005, however this bond issue will not require rate increases beyond those originally planned and approved.

Commissioner Bower asked if the City would be at jeopardy of paying increased interest rates from this proposed issuance.

Mr. Montalbano replied that interest rates for the proposed bonds would be set at a fixed rate for 30 years.

Commissioner Bower asked if there will be no additional rate increases unless the City has another County initiated pass-through increase.

Ms. Walker stated that this is correct until such date as where the operating costs of the Water and Sewer Division were to increase beyond net revenues and the City would be required to cover those operational expenditures.

Commissioner Bower asked if, after the bond issuance was completed, will the City accumulating additional net revenues, as in the case, before this proposed issuance.

Mr. Montalbano replied no, the City will not be accumulating interest revenues. Mr. Montalbano explained that the City now has a debt service coverage ratio of approximately 1.75 to 1.8. Mr. Montalbano stated that this means that for every dollar of debt service, principal and interest, the City currently has almost one dollar of excess. Mr. Montalbano further explained that after the proposed bond issuance, the City anticipates a debt service coverage ratio of 1.25 because of higher principal and interest payments due each year.

Ms. Walker stated that the Administration tries to be very sensitive to the community with scheduled rate increases. Ms. Walker also stated that since the Water and Sewer CIP began, the City has always anticipated that some of the costs of the projects would be borne by interest generated from bond proceeds.

Commissioner Smith asked what the Administration planned to do with the money generated from sale of the bonds. Ms. Walker replied that the sheet distributed with the agenda (Attachment A) illustrates the water line upgrades by neighborhood. Ms. Walker further stated that the total additional funding needed is approximately \$43 million which is offset with approximately \$7.5 million in interest earnings, through our guaranteed investment contract (GIC), for a total proposed issuance of \$35 million.

Ms. Walker stated that the City has been in the fortuitous position that while interest rates have been around one percent (1%), the City, through its GIC, has been earning in excess of six percent (6%) in interest with an arbitrage rate of 4.58%.

Commissioner Smith state that some of the neighborhoods listed have no dollars proposed for funding.

Mr. Hemstreet replied that some of the water and sewer lines are not being recommended for replacement. Mr. Hemstreet further stated that the City has categorized all lines into three priority (P) categories:

- P1 – Fire safety lines (needed for public safety issues)
- P2 – Galvanized lines (exceeded useful life, brittle)
- P3 – Tuberculated (concentrations of mineral deposits within line, restricted flow)

Mr. Hemstreet stated that the City has further categorized the P3 lines into three sub-categories: P3<sub>1</sub>, P3<sub>2</sub>, and P3<sub>3</sub>, with P3<sub>3</sub> not having enough restricted water flow to affect pressure. Mr. Hemstreet further stated that all lines have been prioritized based on pressure tests.

Mr. Beckmann stated that all neighborhoods in the City have been pressure tested. He added that the P3 lines are in good condition.

Assistant City Manager Robert C. Middaugh stated that the City will replace and take care of the neediest lines.

Ms. Walker stated that the Administration anticipates bringing the proposed Water and Sewer Bond Resolution to the City Commission in October of 2004 as a publicly offered and negotiated sale.

The Committee moved the item to the full Commission, recommending approval of the proposed issuance of City of Miami Beach Water and Sewer System Revenue and Refunding Bonds Series 2004A and 2004B.

## **2. Discussion regarding a proposed revision to the Sidewalk Café Ordinance.**

### **Action**

**The Committee referred the item to the Neighborhood / Community Affairs Committee.**

Assistant City Manager Robert C. Middaugh introduced and summarized the item.

Mr. Middaugh stated that the Administration is seeking direction from the Committee regarding revisions to the Sidewalk Café Ordinance, particularly concerning traffic flow, space utilization and obstruction of pedestrian walkways.

Assistant City Attorney Raul Aguila and Planning Director Jorge Gomez stated that a revision of the Sidewalk Café Ordinance will specifically address density issues concerning numerous areas in Miami Beach.

Mr. Aguila stated that the redrafting of the Sidewalk Café Ordinance will not only impact Lincoln Road and Ocean Drive, but will also impact many other areas of Miami Beach. Mr. Gomez stated that the ordinance may even have to be tailor-made for different areas of Miami Beach depending on their unique circumstances.

As a result of the particular issues at hand, the consensus of the Committee was that the item should be referred to the Neighborhood / Community Affairs Committee in order to address and discuss any proposed non-financial Ordinance revisions.

Mr. David Kelsey, spoke on behalf of the South Beach Hotel and Restaurant Association, and emphasized the importance of the Sidewalk Café Industry to Miami Beach, and stated that the industry is one of the City's biggest assets.

**3. Discussion regarding the implementation of a trust fund in order to help the family in financial distress of late co-worker Joseph Johnson.**

**Action**

Item deferred.

**OLD BUSINESS:**

**1. Discussion regarding the Jackie Gleason Theater Senior Citizen and Student Community Benefit Fund.**

**ACTION**

**The Committee directed the Administration and CCAB to proceed with developing a mechanism on how to deal with the two issues and come back to the Finance and Citywide Projects Committee in six months with a recommendation.**

**The Committee further instructed the Administration to conduct a show by show analysis of subsidized tickets sold and of show sellouts.**

**The Committee also instructed the Administration to ask purchasers of subsidized tickets whether or not they meet the criteria for the tickets they are purchasing.**

Convention Center General Manager Doug Tober introduced and summarized the item.

Mr. Tober introduced Ms. Barbara Gray as the new Director of Finance for the Jackie Gleason Theater of Performing Arts (TOPA) and the Miami Beach Convention Center.

Mr. Tober stated that this item, after an internal review, is being brought back to the Finance and Citywide Projects Committee because of the previous concerns expressed regarding abuses of the senior citizen ticket program at the TOPA, as well as, concerns expressed regarding the eligibility of low to moderate income seniors vs. all seniors.

Addressing the first issue, Mr. Tober stated that an on-site audit was performed during the Ednita Show in July, 2004. Mr. Tober further stated that he was pleased to report that of the 60 subsidized senior tickets sold, his staff was visually able to identify and speak with 53 of the 60 ticket holders, and of those 53 tickets, 49 were authorized and eligible senior citizens from Miami Beach. Mr. Tober added that the remaining four tickets appeared to be used by a younger friend or family member of a senior ticket holder.

Mr. Tober additionally stated that there does not appear to be any widespread abuse of the program. Mr. Tober proposed conducting a similar audit once a quarter so the message will get out and the abuses will curtail.



Chairperson Commissioner Smith asked what the target audience of the audited show was. Mr. Tober replied that the Ednita Show was a Latin concert with a wide audience of all ages.

Vice-Mayor Steinberg asked if the Ednita Show was a sell out. Mr. Tober replied that the show was pretty close to a sell out; however, all 60 senior tickets were sold out.

Vice-Mayor Richard L. Steinberg asked Mr. Tober what was done with the four persons holding improper tickets. Mr. Tober replied that the four ticket holders were informed that they were in possession of improper tickets, but were allowed to watch the show.

Vice-Mayor Steinberg stated that the four improperly used tickets could have been used by eligible needy seniors. Vice-Mayor Steinberg further stated that the persons in possession of the improper tickets should have been asked to leave, particularly when there was such a high demand for the show, as is evident with the sellout of all 60 senior tickets and some senior citizens were turned away from purchasing legitimate senior tickets.

Mr. Tober stated that Ticket Master is moving to a new bar-coding system for tickets and after this move it will be a lot easier for the door staff to flag improper users of senior tickets at the door. Vice-Mayor Steinberg confirmed with Mr. Tober that door staff can already flag improper users of the tickets at the door because the tickets are labeled as senior tickets in print on the face of the ticket.

Vice-Mayor Steinberg pointed out that the Agenda contains two versions of the same paragraph containing proposed wording revisions to the eligibility requirements for the purchase of subsidized senior tickets, one version with underlined revisions and the other version with strikethrough revisions.

Commissioner Smith stated that the version with the underlined revisions appeared to contain the recommendations made at previous Finance and Citywide Projects Committee Meetings and the version with the strikethrough contained revisions recommended by the Convention Center Advisory Board (CCAB).

Mr. Tober stated that concerns expressed regarding the eligibility and need factor for the subsidized tickets are addressed in the two versions. Mr. Tober stated that the version revised by the CCAB deleted the definition of eligible purchasers for the subsidized senior tickets and removed the requirement for the completion of an affidavit attesting the purchasers need. Mr. Tober further stated that the CCAB was strongly opposed to the requirement to complete an affidavit.

Commissioner Bower asked why the CCAB is opposed to the affidavit attesting a senior purchaser's need. Mr. Tober deferred the question to CCAB Chairperson Joe Fontana.

Mr. Fontana stated that the CCAB felt it would feel degrading and demeaning for senior citizens to have to reveal how much they earn and fill out an affidavit attesting to their economic status. Mr. Fontana stated that CCAB would not like to turn any seniors away.

Vice-Mayor Steinberg stated that by filling out an affidavit, senior citizens would only be affirming that they conform to the eligibility requirements of the program. Vice-Mayor Steinberg further stated that seniors would not be required to reveal any specific financial information.

Commissioner Bower stated that the City recently raised the surcharge charge on tickets to the TOPA in order to adequately fund the Community Benefit Fund in an effort to assist needy seniors. Commissioner Bower further stated that why should everybody else viewing a show at the TOPA have to pay a surcharge for senior citizens who can pay the full price, and do not need the help, yet are abusing the program.

Mr. Fontana stated that most shows at the TOPA, as well as senior tickets available, are not regularly sold out and that he would estimate that only about two to three shows a year sell out. Mr. Fontana further stated that the CCAB would like to leave the program as is and allow all seniors to obtain subsidized tickets regardless of need.

Commissioner Smith stated that under the current program, during events in which the subsidized tickets have been sold out, needy seniors have not been able to purchase tickets to the TOPA as a result of the abuses to the Community Benefit Fund. Commissioner Smith further stated inappropriate users of tickets should be kicked out of the theater.

Vice-Mayor Steinberg stated that in order to fund this program, everyone else is now paying more and legitimate users of the fund are now receiving a decreased subsidy than before. Vice-Mayor Steinberg further stated that in order to ensure the financial viability of the fund, subsidies should be limited only to people that need the assistance; this way the fund could subsidize a larger portion of the ticket and the fund could conceivably be self-funding.

Mr. Tober stated that his staff could begin to list seniors who purchase subsidize tickets and use the tickets in an inappropriate manner. Mr. Tober stated that these individuals could be banned from purchasing future subsidized tickets.

Commissioner Bower stated that the City currently requires subsidized users, children and families, of the City's parks, pools, and recreational activities to demonstrate need as a requirement for assistance. Commissioner Bower stated that these families are required to meet and prove the criteria of low to moderate income in order to obtain reduced fees and waivers. Commissioner Bower asked why the City should treat one group of people one way and another group a different way when requesting subsidies.

The Committee directed the Administration and CCAB to proceed with developing a mechanism on how to deal with the two issues and come back to the Finance and Citywide Projects Committee in six months with a recommendation. The Committee further instructed the Administration to conduct a show by show analysis of subsidized tickets sold and of show sellouts. The Committee also instructed the Administration to ask purchasers of subsidized tickets whether or not they meet the criteria for the tickets they are purchasing.

## **2. Discussion on policy guidelines concerning the vacation of City owned property.**

### **ACTION**

**The Committee recommended that in order to qualify for the granting of a vacation, an applicant must meet the criteria established for the Revocable Permit and prove that there is an extraordinary public benefit to be gained by such vacation.**



**The Committee recommended a policy that no property should be vacated unless an extraordinary public benefit is to be gained.**

Public Works Director Fred Beckmann introduced and summarized the item. Mr. Beckmann stated the Commission has previously expressed their sentiment and the City Manager has subsequently recommended that a set of criteria be developed for the vacation of City owned right-of-ways (ROW).

Mr. Beckmann stated that the City currently has seven specific criteria which must be met for granting or denying revocable permits. Mr. Beckmann additionally stated that the criteria established for revocable permits could be used as a starting point for establishing criteria for the vacation of ROW. Mr. Beckmann stated that the Administration is seeking policy direction from the Finance and Citywide Projects Committee regarding this matter.

Chairperson Commissioner Smith stated that the Commission will be hearing a number of applications for the vacation of street-ends in the near future.

First Assistant City Attorney Raul Aguila stated that obtaining a revocable permit is similar to a variance threshold; an applicant must show an undue hardship exists without the permit.

Mr. Beckmann stated that if the City uses the revocable permit as the criteria threshold for the vacation of City owned properties, there will be few applications for street-ends that will meet the criteria of undue hardship.

Mr. Aguila stated that there are several applications which were originally approved in concept by the Commission under the idea that the City was to receive some consideration in exchange for the vacation. Mr. Aguila further stated that the City is now limited in what it can charge for these vacation's.

Vice-Mayor Steinberg stated that the City Attorney's Office has opined that the City cannot sell the property, and that the Finance and Citywide Projects Committee has stated that unless the application in question has an overwhelming reason for the request, the City should not be vacating land.

Vice-Mayor Steinberg also stated that the Finance and Citywide Projects Committee has directed the Administration to draft a resolution adding the issue of selling easements and City ROW for fair market value to the City's annual list of legislative priorities.

Vice-Mayor Steinberg further stated that he has had discussions with several other City Attorneys and asked them if they would be interested in joining Miami Beach with this legislative priority, and the City Attorneys have told him that their municipalities currently vacate ROW in consideration for donations to City programs, i.e. a donation to the Parks Department. Vice-Mayor Steinberg also stated that the City of Miami is currently charging a per square foot application fee for the vacation of ROW.

Commissioner Smith stated that this issue is not only a question of money; it is a question of whether the City has the vision of what it wants to do with these properties; what are the long-term plans for the particular street-ends.

Vice-Mayor Steinberg stated that the City is required by law, upon the presentation of an application for vacation, to make a determination if there is no future use. Vice-Mayor Steinberg added that he is against giving away land without fair compensation.

Commissioner Smith stated that in some cases the City might not physically need the land, but the public may get a benefit from the property if there is a water view or green space.

Commissioner Bower stated that the Commission should keep in mind what is best for the public. Commissioner Bower also stated that the City needs additional green-space and street-ends would be an ideal area for trees and landscaping.

Commissioner Smith stated that the City cannot say yes to some applicants and no to others without having established criteria or standards to apply to each application.


Vice-Mayor Steinberg stated that there will be situations where the public benefit received from vacating a public ROW will be such that the Commission will approve the application. Vice-Mayor Steinberg gave the example of the 5<sup>th</sup> Street and Alton Road project, which will bring a much needed supermarket and parking garage to the area.

Mr. Aguila stated that there is no compulsion for a municipality to vacate municipal property.

Mr. Aguila stated that one application for vacation that will be heard before the Commission is Mr. Schindler's, who has obtained a revocable permit. Mr. Aguila stated that Mr. Schindler is represented by former Miami Beach City Attorney Larry Feingold. Mr. Aguila claims that Mr. Feingold attest that while he was City Attorney the City had numerous conversations with Mr. Schindler regarding his request for City Property.

Commissioner Smith stated that Mr. Feingold should recuse himself from this particular issue because he cannot be representing both sides. Commissioner Smith further stated that the fact of the matter is that a Revocable Permit can be revoked.

The Committee recommended that in order to qualify for the granting of a vacation, an applicant must meet the criteria established for the Revocable Permit and prove that there is an extraordinary public benefit to be gained by such vacation. The Committee stressed that an extraordinary benefit does not include benefits to the tax role or reductions to areas the City has to maintain. The Committee recommended a policy that no property should be vacated unless an extraordinary public benefit is to be gained.

JMG/PDW/mim   
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# Attachment A

City of Miami Beach  
Capital Improvement Projects Office  
Water and Sewer Bond Refinancing Needs

| <u>Water Line Upgrades, By<br/>Neighborhood</u>  | <u>Additional Funding/<br/>Current Scope *</u> | <u>Additional Funding/<br/>Unfunded Scope **</u> | <u>Total Additional<br/>Funding Needed</u> |
|--|--|--|--|
| Biscayne Point   | \$11,753.74                                    | \$2,287,155.20                                   | \$2,298,908.94                             |
| North Shore  | \$402,578.69                                   | \$2,682,209.28                                   | \$3,084,787.97                             |
| Normandy Shores  | \$0.00   | \$0.00   | \$0.00                                     |
| Normandy Isle  | \$1,208,264.06                                 | \$0.00   | \$1,208,264.06                             |
| LaGorce  | \$286,762.30                                   | \$1,039,616.00                                   | \$1,326,378.30                             |
| Oceanfront   | \$0.00   | \$831,692.80                                     | \$831,692.80                               |
| Nautilus   | \$2,203,733.72                                 | \$5,114,910.72                                   | \$7,318,644.44                             |
| Bayshore   | \$589,891.92                                   | \$4,948,572.16                                   | \$5,538,464.08                             |
| Flamingo   | \$3,410,972.41                                 | \$9,356,544.00                                   | \$12,767,516.41                            |
| West Avenue  | \$402,477.86                                   | \$3,264,394.24                                   | \$3,666,872.10                             |
| Star/Palm/Hibiscus Islands   | \$782,693.40                                   | \$62,376.96                                      | \$845,070.36                               |
| Belle Isle   | \$0.00   | \$0.00   | \$0.00                                     |
| Venetian Islands   | \$0.00   | \$873,277.44                                     | \$873,277.44                               |
| Miscellaneous  | \$0.00   | \$3,000,000.00                                   | \$3,000,000.00                             |
| <b>Subtotal</b>  | <b>\$9,299,128.09</b>                          | <b>\$33,460,748.80</b>                           | <b>\$42,759,876.89</b>                     |
| <b>Interest Offset</b>   |  |  | <b>(\$7,500,000.00)</b>                    |
| <b>Proposed Bond Issue</b>   |  |  | <b>\$35,259,876.89</b>                     |
| * For Projects In Design   |  |  |  |
| ** Priority 3 Lines, Miscellaneous Projects included in Bond Issue, but Not Yet In Design Due to Funding Constraints |  |  |  |

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**CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY**



**Condensed Title:**

Accept the City Manager's Recommendation Relative to the Ranking of Firms Pursuant to RFQ No. 08-03/04 for Engineering, Urban Design, and Landscape Architecture Services needed for the Planning, Design, Bid and Award, and Construction Administration of Phases III, IV, and V of the South Pointe Streetscape Improvement Project.

**Issue:**

Shall the City Commission accept the City Manager's recommendation relative to the ranking of firms and authorize negotiations?

**Item Summary/Recommendation:**

On November 25, 2003, the City Commission authorized the issuance of a RFQ to solicit the qualifications from professional firms with the capability and experience to provide engineering, urban design, and landscape architecture services needed for the planning, design, bid and award, and construction administration of phases III, IV, and V of the South Pointe Streetscape Improvement project.

RFQ No. 08-03/04 was issued on January 15, 2004 with an opening date of February 17, 2004. The City received responses from the following 8 firms:

- Chen and Associates
- Edwards and Kelcey
- Keith and Schnars, P.A.
- Martin Engineering, Inc.
- R. J. Behar & Company, Inc.
- The RPK Group, Inc.
- Superior Consultants
- Wolfberg Alvarez and Partners

The City Manager via Letter to Commission (LTC) No. 125-2004, appointed an Evaluation Committee ("the Committee"). Consensus at the end of the 1<sup>st</sup> Evaluation Committee meeting was to invite the top four (4) ranked firms to provide a 15 minute presentation, followed by a 30 minute question and answer session.

During deliberations at the 2<sup>nd</sup> Evaluation Committee meeting, the Committee members discussed their individual ranking and arrived at the following ranking order for each firm:

- First: Chen and Associates
- Second: Wolfberg Alvarez and Partners
- Third: Keith and Schnars, P.A.

The firm of Chen and Associates, was deemed to be the first ranked firm based on the experience and qualifications of their team.

**ACCEPT THE MANAGER'S RECOMMENDATION AND AUTHORIZE NEGOTIATIONS**

**Advisory Board Recommendation:**

**Financial Information:**

| Source of Funds:  |              | Amount | Account | Approved |
|---|--------------|--------|---------|----------|
| <div style="border: 1px solid black; width: 80px; height: 40px; margin-bottom: 5px;"></div> Finance Dept. | 1            |        |         |          |
|   | 2            |        |         |          |
|   | 3            |        |         |          |
|   | 4            |        |         |          |
|   | <b>Total</b> |        |         |          |

**City Clerk's Office Legislative Tracking:**

Gus Lopez

**Sign-Offs:**

| Department Director | Assistant City Manager | For City Manager |
|---------------------|------------------------|------------------|
| GL  TH              | RCM                    | JMG              |

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AGENDA ITEM C7A  
DATE 9-8-04

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** September 8, 2004

**From:** Jorge M. Gonzalez  
City Manager

**Subject:** **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER PERTAINING TO THE RANKING OF QUALIFICATIONS RECEIVED PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) NO. 08-03/04, FOR ENGINEERING, URBAN DESIGN, AND LANDSCAPE ARCHITECTURE SERVICES NEEDED FOR THE PLANNING, DESIGN, BID AND AWARD, AND CONSTRUCTION ADMINISTRATION OF PHASES III, IV, AND V OF THE SOUTH POINTE STREETSCAPE IMPROVEMENT PROJECT; AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH THE TOP-RANKED FIRM OF CHEN AND ASSOCIATES; AND SHOULD THE ADMINISTRATION NOT BE ABLE TO NEGOTIATE AN AGREEMENT WITH THE TOP-RANKED FIRM, AUTHORIZING THE ADMINISTRATION TO NEGOTIATE WITH THE SECOND-RANKED FIRM OF WOLFBERG ALVAREZ AND PARTNERS; AND SHOULD THE ADMINISTRATION NOT BE ABLE TO NEGOTIATE AN AGREEMENT WITH THE SECOND-RANKED FIRM, FURTHER AUTHORIZING THE ADMINISTRATION TO NEGOTIATE WITH THE THIRD-RANKED FIRM OF KEITH AND SCHNARS, P.A.**

### **ADMINISTRATIVE RECOMMENDATION**

Adopt the Resolution.

### **ANALYSIS**

The South Pointe Streetscape Improvement Project is a comprehensive multi-phase street and infrastructure improvement project based on the South Pointe Master Plan developed and approved by the City in 1999. The South Pointe Master Plan includes all of the area of the City south of Fifth Street. The Master Plan identified comprehensive improvements at a conceptual level and outlined a schedule of five implementation phases.

Construction of Phase I of the Project addressed Third Street from Ocean Drive to Michigan Avenue and Washington Avenue from 5th Street to South Pointe Drive; construction of Phase I improvements was completed in 2002.

### **ANALYSIS (Continued)**

The planning of Phase II improvements, which includes Michigan Avenue between 5th and 2nd Streets, Jefferson Avenue between 5th and 2nd Streets, Meridian Avenue between 5th and 2nd Streets, Euclid Avenue between 5th and 3rd Streets, 2nd Street between Washington and Michigan Avenues, and 4th Street between Alton Road and Washington Avenue, was completed on February 4, 2004, when the City Commission approved the Basis of Design Report for the project. Work on construction design began immediately thereafter and is currently nearing the 30% completion stage. The scope of work for Phase II includes roadway, drainage, landscaping, streetscape, irrigation, water and sewer, electrical, and street lighting improvements.

Currently, there is a need to initiate the planning and design of the remaining Phases III, IV, and V of the Project. The terms of the agreement which governs the South Pointe Redevelopment Area are scheduled to change at the end of FY 2005 and it is important that funding commitments for RDA-funded projects be secured by that time. In order to have a reasonably accurate current planning level estimate of the cost of the remaining three project Phases, the planning process will need to be substantially complete. Since the planning process can take between 6 months and a year to complete, it needs to be initiated now so that an accurate funding allocation can be approved prior to the anticipated restructuring of the RDA. Currently, project costs are estimated to be approximately \$20 million dollars; it is anticipated that all project funding will be provided through the South Pointe RDA.

The scope of work for Phases III, IV, and V of the Project includes roadway, drainage, landscaping, streetscape, irrigation, water and sewer, electrical, and street lighting improvements. The following areas are included in Phases III, IV, and V of the Project:

- 4th Street between Washington Avenue and the eastern street end
- 2nd Street between Washington Avenue and Ocean Drive
- 1st Street between Alton Road and Ocean Drive
- Commerce Street from Alton Road to Washington Avenue
- Ocean Drive and Ocean Court from 5th Street to South Pointe Drive
- Collins Avenue and Collins Court from 5th Street to South Pointe Drive
- South Pointe Drive from Alton Road to eastern street end
- Alton Road from 5th Street to South Pointe Drive
- Jefferson Avenue between South Pointe Drive and 1st Street
- Other adjacent alleys, roadways, and rights of way as determined necessary

Above ground work may include the following functional and aesthetic improvements including:

- Street resurfacing and new pavement markings.
- Swale restoration, and/or curb and gutter restoration or upgrades.

### **ANALYSIS (Continued)**

- Repair, extension, or widening of sidewalks and crossing ramps to provide continuous, ADA-Title III compatible separated pedestrian ways.
- Installation of new pedestrian-scale street lighting and/or upgrade of existing lighting to correct deficiencies where needed.
- Enhancement of street tree planting and landscaping.
- Provision of pedestrian amenities.
- Physical and/or operational improvements to local streets for the purposes of increasing pedestrian, non-motorized vehicle, and vehicular safety; and lowering vehicular speeds.

The above ground improvements will be coordinated with underground infrastructure improvements, which may include:

- Upgrading of the drainage collection and disposal system
- Repair or replacement of water mains and sanitary sewer lines

These underground infrastructure improvements are generally identified in the following documents: the City of Miami Beach Comprehensive Stormwater Management Program Master Plan (March 1997); the City of Miami Beach Water System Master Plan, (November 1994); the Citywide Sanitary Sewer Infiltration and Inflow Mitigation Program; and subsequent amendments to these plans. The work may also include surveying and obtaining permits from the local or state agencies having jurisdiction.

The City has contracted the services of Hazen and Sawyer, P.C. to function as Program Manager for the Project and act as the City's agent with regard to all aspects of this scope of services. Hence, the Program Manager shall serve as the focal point of contact with the selected firm. The City will retain contractual agreement responsibilities with the selected firm.

The successful firm will be tasked with the following duties and responsibilities:

- Task 1 – Planning Services
- Task 2 – Design Services
- Task 3 – Bid and Award Services
- Task 4 – Construction Management Services

Further, the City may include unidentified Additional Services in the contract.

**Task 1 – Planning Services:** The purpose of this Task is to establish a consensus based Project design concept that meets the needs of the community and stays within established schedule and cost parameters. This task will utilize and expand upon the concepts presented in the South Pointe Master Plan. The selected firm will conduct a total of two Community Design Workshops.

### **ANALYSIS (Continued)**

Based on the results of the Community Design Workshops, a draft Basis of Design Report shall be developed for presentation and approval by all applicable design review committees and permitting agencies. A final Basis of Design Report shall then be prepared summarizing the accepted design concept, budget level cost estimate, implementation schedule and other issues deemed important to the implementation of the project. The final Basis of Design Report will be presented to the City Commission for approval through Resolution.

**Task 2 – Design Services:** The purpose of this Task is to prepare construction design contract documents for the Project. The selected firm will be required to perform a variety of forensic tasks to verify, to the extent practicable, existing conditions and the accuracy of base maps to be used for development of the contract drawings. In addition, the selected firm will follow City standards for the preparation of contract documents, inclusive of drawings, specifications and front-end documents and cost estimates. Review submittal take place at the 30%, 60%, 90% and 100% design completion stages. Contract documents will be subject to constructability and value engineering reviews to be performed by others. The selected firm will attend and participate in community design review meetings to review the design progress and concept at different progress levels during the design. The selected firm will also be responsible for reviewing and receiving approvals of its contract documents from all jurisdictional permitting agencies and boards prior to finalization. The selected firm will provide electronic files of all project documents, as requested by City and/or Program Manager. The selected firm shall establish and maintain an in house Quality Assurance / Quality Control (QA/QC) program designed to verify and ensure the quality, clarity, completeness, constructability and bidability of its contract documents.

**Task 3 – Bid and Award Services:** The selected firm will assist the City in bidding and award of the contract. Such assistance will include facilitating reviews of its contract documents with applicable Procurement, Risk Management and Legal Department representatives. In addition, the selected firm will furnish camera ready contract documents for reproduction and distribution by the City, attend pre-bid conferences, assist with the preparation of necessary addenda, attend the bid opening and assist with the bid evaluation and recommendation of award to the City. The selected firm will provide “As-Bid” documents for use during construction.

**Task 4 – Construction Management Services:** The selected firm will perform a variety of tasks associated with the construction management of the project. These will include attendance at the pre-construction conference, attendance at weekly construction meetings, responding to Contractor requests for information / clarification, responding and evaluating Contractor requests for change orders, review of shop drawings, specialty inspections in the field (full time observation will be furnished by the Program Manager and project closeout reviews including substantial and final punch list development.

### **ANALYSIS (Continued)**

Task 5 – Additional Services: No additional services are envisioned at this time. However, if such services are required during the performance of the Work, they shall be requested by the City and negotiated in accordance with contract requirements.

Task 6 – Reimbursables: The City may reimburse additional expense such as reproduction costs, survey, geotechnical work and underground utility verification costs as is determined to be necessary.

On November 25, 2003, the City Commission authorized the issuance of a RFQ to solicit the qualifications from professional firms with the capability and experience to provide engineering, urban design, and landscape architecture services needed for the planning, design, bid and award, and construction administration of phases III, IV, and V of the South Pointe Streetscape Improvement project.

RFQ No. 08-03/04 was issued on January 15, 2004 with an opening date of February 17, 2004. A pre-proposal conference to provide information to firms considering submitting a response was held on January 28, 2004. BidNet issued bid notices to 99 prospective proposers, resulting in 39 proposers requesting RFQ packages, which resulted in the receipt of the following eight (8) proposals from:

- Chen and Associates
- Edwards and Kelcey
- Keith and Schnars, P.A.
- Marlin Engineering, Inc.
- R. J. Behar & Company, Inc.
- The RPMK Group, Inc.
- Superior Consultants
- Wolfberg Alvarez and Partners

The City Manager via Letter to Commission (LTC) No. 125-2004, appointed an Evaluation Committee ("the Committee") consisting of the following individuals:

- Ruth Remington, South Pointe Resident (Committee Chair)
- Dominique Bailleul, South Pointe Resident
- Josh Fisher, South Pointe Resident
- Neli Santamarina, South Pointe Resident
- Elie Fakie, Capital Project Coordinator, Public Works Department
- Jorge Chartrand, Assistant Director, CIP Office
- Reuben Caldwell, Senior Planner, Planning Department

### **ANALYSIS (Continued)**

On July 13, 2004, the Committee convened. Committee member Neli Satamarina was not able to be present at this meeting but nevertheless quorum attendance was present to proceed with the meeting. The Committee was provided information in reference to the project by Donald Shockey, CIP Senior Capital Projects Planner, and a representative from the Procurement staff. Additionally, the Committee reviewed references secured by the Procurement staff, and discussed the following RFQ evaluation criteria and weighted score, which was used to evaluate and rank the respondents:

- The ability of professional personnel (30%);
- Past performance (30%);
- Willingness to meet time and budget requirements (10%);
- Location (10%);
- Recent, current, and projected workloads of the firms (10%); and
- The volume of work previously awarded to each firm by the agency, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms (10%).

The Committee's consensus at the end of the meeting was to invite four (4) firms to provide a 15-minute presentation, followed by a 30-minute question and answer session. The four firms that were shortlisted were: Keith and Schnars, Wolfberg Alvarez and Partners, Edwards and Kelcey, and Chen and Associates.

Procurement staff coordinated and scheduled presentations for July 23, 2004. On this date the Committee members convened and were provided presentations by all four (4) shortlisted firms. One Committee member, Neli Santamarina, was unable to attend the meeting and consequently unable to rank the firms, but nevertheless quorum attendance was present to proceed with the meeting.

After the firms' presentations, the Committee members discussed at length their individual perceptions of the qualifications, experience, and competence of all the four (4) firms and then ranked the firms accordingly:

| <b>Company Name</b>                     | <b>Ruth<br/>Remington</b> | <b>Josh<br/>Fisher</b> | <b>Dominique<br/>Bailleul</b> | <b>Reuben<br/>Caldwell</b> | <b>Elie<br/>Fakie</b> | <b>Jorge<br/>Chartrand</b> |
|---|---------------------------|------------------------|-------------------------------|----------------------------|-----------------------|----------------------------|
| Chen and Associates<br>(1)              | 94<br>(1)                 | 98<br>(1)              | 77<br>(1)                     | 94<br>(1)                  | 86<br>(1)             | 88<br>(1)                  |
| Wolfberg Alvarez and<br>Partners<br>(2) | 87<br>(2)                 | 92<br>(2)              | 68<br>(2)                     | 91<br>(3)                  | 80<br>(4)             | 87<br>(2)                  |
| Keith and Schnars, P.A.<br>(3)          | 71<br>(3)                 | 83<br>(3)              | 53<br>(3)                     | 93<br>(2)                  | 85<br>(2)             | 87<br>(2)                  |
| Edwards and Kelcey<br>(4)               | 59<br>(4)                 | 72<br>(4)              | 37<br>(4)                     | 89<br>(4)                  | 84<br>(3)             | 83<br>(3)                  |

### **ANALYSIS (Continued)**

As per Section 287.055, Florida Statutes, known as the Consultants' Competitive Negotiation Act (CCNA), the Committee ranked no less than 3 firms.

#### **LEGEND:**

|                                      |   |
|--------------------------------------|---|
| <b>Chen &amp; Associates</b>         | 6-1st place votes = 6x1=6                 |
|                                      | <b>TOTAL = 6 = Ranked 1st</b>             |
| <b>Wolfberg Alvarez and Partners</b> | 4-2nd place votes = 4x2=8                 |
|                                      | 1-3rd place vote = 1x3=3                  |
|                                      | 1-4th place vote = 1x4=4                  |
|                                      | <b>TOTAL = 15=Ranked 2<sup>nd</sup> *</b> |
|                                      | (*do to more 2nd place votes)             |
| <b>Keith and Schnars</b>             | 3-2nd place votes = 3x2=6                 |
|                                      | 3-3rd place vote = 3x3=9                  |
|                                      | <b>TOTAL = 15=Ranked 3<sup>rd</sup></b>   |

The firm of Chen and Associates was deemed to be the first ranked firm based on the experience and qualifications of their team. Chen and Associates possess vast experience in the planning, design, permitting and construction administration of infrastructure redevelopment projects in South Florida. The Company's experience includes projects completed within the last two years for Broward County, City of North Miami Beach, City of Dania Beach, City of Margate's Community Redevelopment Agency and many other entities. All these projects have been successfully completed with aggressive timeframes, multiple funding sources and complex existing infrastructure.

In addition to the Prime Consultant, the team is comprised of three highly specialized, nationally recognized firms: 1) Civic Design Consultants; 2) TBE Group; and 3) Kittelson and Associates. These firms have been selected to provide their expertise on specific items that have been identified by the City of Miami Beach and/or existing site conditions. Civic Design Consultants will offer their significant experience and expertise in urban planning and streetscaping to help coordinate the public and private redevelopment occurring in and around the City Center Neighborhood. The TBE Group has been added to this team for their expertise in surveying, subsurface utility engineering and coordination which will be applied to address the congested corridors and many existing utilities within the project area. Kittelson and Associates lends its nationwide research and engineering expertise in traffic calming and traffic engineering to address the pedestrian/vehicular flow and connectivity issues within the project area.



### **ANALYSIS (Continued)**

Chen and Associates will offer the following to the City of Miami Beach:

- Community based design team approach
- Vast experience in urban infrastructure redevelopment
- Past and present high profile project experience gathered through the continuous projects performed throughout South Florida
- Experienced in Public participation/Meetings
- Strong track record of successfully completing projects within budget and time schedule
- Extensive experience in facilitating public meetings

### **RELATED EXPERIENCE**

#### **PRINCIPAL-IN-CHARGE/PROJECT MANAGER**

##### **Dr. Ben H. Chen, P.E.**

Dr. Ben H. Chen, P.E. has over 30 years of experience in addition to his two advanced Civil Engineering degrees. Dr. Chen has been involved in literally hundreds of projects throughout the United States and the Caribbean. Additionally, his experience and qualifications include the following:

- Over 32 years of engineering experience providing water and wastewater treatment facilities design and construction management, facilities planning, environmental studies, utilities master planning, rate and financial studies
- 12 years of neighborhood redevelopment experience
- National and Municipal/Agency Infrastructure design experience:
  - Broadview Park Neighborhood Improvement Project Basis of Design Report, Broward County Office of Environmental Services
  - Broward County Central Neighborhood Improvement Project Basis of Design Project, Broward County Office of Environmental Services
  - Proud Neighborhoods Capital Improvements Projects, City of North Miami Beach, Florida
  - Post 911 Mapping Services for the City of New York
  - Traffic operations in Washington, D.C.
  - Urban Roadway Beautification for the City of Detroit, Michigan

The following references were secured by the Procurement staff for Chen and Associates, they are follows:

Ms. Zully Williams, Project Manager  
General Environmental Engineering Services  
Village of Isla Morada

### **ANALYSIS (Continued)**

"Excellent firm to work with, their staff is always able to meet or needs in a very timely manner."

Mr. Pat McGregor, Project Manager

Broadview Park Neighborhood Improvement Project Basis of Design Report

Broward County Office of Environmental Services

"The BODR is completed and we are negotiating design and construction management services. Additionally, Chen and Associates provides the best customer service of the four Consultants I am presently using."

Mr. Hiep Huynh, Project Manager

Proud Neighborhoods Capital Improvements Projects

City of North Miami Beach

"Chen and Associates has been retained to provide continuing design services for the City of North Miami Beach's future projects."

### **CONCLUSION**

The City Manager concurs with the Evaluation Committee's recommendation and recommends that the Administration, Mayor and City Commission approve their ranking of firms, and subsequently authorize the Administration to enter into negotiations with the top-ranked firm of Chen and Associates.; and should the Administration not be able to negotiate an agreement with the top ranked firm, authorizing the Administration to negotiate with second-ranked firm of Wolfberg Alvarez and Partners; and should the Administration not be able to negotiate an agreement with the second-ranked firm, further authorizing the Administration to negotiate with the third-ranked firm of Keith and Schnars.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER PERTAINING TO THE RANKING OF QUALIFICATIONS RECEIVED PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) NO. 08-03/04, FOR ENGINEERING, URBAN DESIGN, AND LANDSCAPE ARCHITECTURE SERVICES NEEDED FOR THE PLANNING, DESIGN, BID AND AWARD, AND CONSTRUCTION ADMINISTRATION OF PHASES III, IV, AND V OF THE SOUTH POINTE STREETScape IMPROVEMENT PROJECT; AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH THE TOP-RANKED FIRM OF CHEN AND ASSOCIATES; AND SHOULD THE ADMINISTRATION NOT BE ABLE TO NEGOTIATE AN AGREEMENT WITH THE TOP-RANKED FIRM, AUTHORIZING THE ADMINISTRATION TO NEGOTIATE WITH THE SECOND-RANKED FIRM OF WOLFBERG ALVAREZ AND PARTNERS; AND SHOULD THE ADMINISTRATION NOT BE ABLE TO NEGOTIATE AN AGREEMENT WITH THE SECOND-RANKED FIRM, FURTHER AUTHORIZING THE ADMINISTRATION TO NEGOTIATE WITH THE THIRD-RANKED FIRM OF KEITH AND SCHNARS, P.A.**

**WHEREAS**, the South Pointe Streetscape Improvement Project (Project) is a comprehensive multi-phase street and infrastructure improvement project based on the South Pointe Master Plan developed and approved by the City in 1999; and

**WHEREAS**, the scope of work for Phases III, IV, and V of the Project includes roadway, drainage, landscaping, streetscape, irrigation, water and sewer, electrical, and street lighting improvements; and

**WHEREAS**, currently, Project costs are estimated to be approximately \$20 million dollars; it is anticipated that all Project funding will be provided from South Pointe Redevelopment Area funds; and

**WHEREAS**, on November 25, 2003, the City Commission authorized the issuance of a Request for Qualifications No. 08-03/04 to solicit the qualifications from professional firms with the capability and experience to provide engineering, urban design, and landscape architecture services needed for the planning, design, bid and award, and construction administration of phases III, IV, and V of the South Pointe Streetscape Improvement Project (the RFQ); and

**WHEREAS**, the RFQ was issued on January 15, 2004, with an opening date of February 17, 2004; and

**WHEREAS**, eight (8) proposals were received in response to the RFQ, by the following firms:

- Chen and Associates;
- Edwards and Kelcey;
- Keith and Schnars, P.A.;
- Marlin Engineering, Inc.;
- R. J. Behar & Company, Inc.;
- The RPK Group, Inc.;
- Superior Consultants;

- Wolfberg Alvarez and Partners; and

**WHEREAS**, an Evaluation Committee was appointed by the City Manager via Letter to Commission (LTC) No. 125-2004, consisting of the following individuals:

- Ruth Remington, South Pointe Resident (Committee Chair);
- Dominique Bailleul, South Pointe Resident;
- Josh Fisher, South Pointe Resident;
- Neli Santamarina, South Pointe Resident;
- Elie Fakie, Capital Project Coordinator, Public Works Department;
- Jorge Chartrand, Assistant Director, CIP Office;
- Reuben Caldwell, Senior Planner, Planning Department; and

**WHEREAS**, on July 13, 2004, the Evaluation Committee convened and discussed the qualifications and credentials of all eight responsive firms, and the Committee's consensus at the end of the meeting was to invite four (4) of the eight (8) firms to provide a 15-minute presentation, followed by a 30-minute question and answer session; and

**WHEREAS**, the Committee reconvened on July 23, 2004, for the second meeting; the Committee members discussed their individual ranking of all the firms and ranked the top three firms accordingly:

- First: Chen and Associates;
- Second: Wolfberg Alvarez and Partners;
- Third: Keith and Schnars, P.A.; and

**WHEREAS**, the City Manager has reviewed the Evaluation Committee's recommendation, and recommends that the Mayor and City Commission accept the Committee's recommendation, relative to the ranking of firms pursuant to RFQ 08-03/04.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, that the Mayor and City Commission accept the recommendation of the City Manager pertaining to the ranking of firms pursuant to RFQ No. 08-03/04 for Engineering, Urban Design, and Landscape Architecture Services needed for the Planning, Design, and Bid and Award, and Construction Administration of Phases III, IV, and V of the South Pointe Streetscape Improvement Project, and authorize the Administration to enter into negotiations with the top-ranked firm of Chen and Associates; and should the Administration not be able to negotiate an agreement with the top-ranked firm, authorize the Administration to negotiate with the second-ranked firm of Wolfberg Alvarez and Partners; and should the Administration not be able to negotiate an agreement with the second-ranked firm, authorize the Administration to negotiate with the third-ranked Keith and Schnars, P.A.

**PASSED and ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2004.

**ATTEST:**

\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
**CITY CLERK**

T:\AGENDA\2004\Sep0804\Consent\RFQ08-03-04SouthPointePhases3-4-5Reso.doc

**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

 8/31/04  
\_\_\_\_\_  
City Attorney Date

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**CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY**



**Condensed Title:**

A Resolution authorizing the Mayor and the City Clerk to execute Amendment No. 2 to the Professional Landscape Architectural and Engineering Services Agreement between the City and Arthur Hills and Associates dated October 8, 2004, in the amount not-to-exceed \$192,624.00 for the provision of Additional Professional Services, necessary for the renovation of the Normandy Shore Golf Course Project; and further appropriating the same amount from the Series 2000 Stormwater Bond Interest Fund.

**Issue:**

Shall the City Commission authorize Amendment No.2 and the appropriation of \$192,624.00?

**Item Summary/Recommendation:**

The Amendment will allow for the City to receive Architectural Landscaping and Engineering Services to complete the Normandy Shore Golf Course Improvement Project. The Scope of Work includes re-design and re-calculation of the proposed drainage system, new pump house for the irrigation system and landscaping / grading design adjustments required to conform to the revised Project scope. The Consultant's Additional Professional Services fee for the new scope of work is in an amount not-to-exceed \$142,624.00 plus reimbursable expenses, for an amount not-to-exceed \$50,000.00, totaling \$192,624.00. Due to increases in the Scope of Work in this Project, the Administration recommends the execution of Amendment No. 2 in an amount not-to-exceed \$192,624.000 and the appropriation of the same amount to provide sufficient funding for the Additional Services.

**Advisory Board Recommendation:**

NA

**Financial Information:**

| Source of Funds:  | Amount       |                     | Account                                   |  | Approved |
|---|--------------|---------------------|---|--|----------|
|   | 1            |                     |   |  |          |
| <div style="border: 1px solid black; width: 80px; height: 50px; margin: 0 auto;"></div> Finance Dept. |              | \$192,624.00        | Series 2000 Stormwater Bond Interest Fund |  |          |
|   | 2            |                     |   |  |          |
|   | 3            |                     |   |  |          |
|   | 4            |                     |   |  |          |
|   | <b>Total</b> | <b>\$192,624.00</b> |   |  |          |

**City Clerk's Office Legislative Tracking:**

M. Alexandra Rolandelli

**Sign-Offs:**

| Department Director | Assistant City Manager | City Manager |
|---------------------|------------------------|--------------|
|                     |                        |              |

N-NSGC-02-09082004

AGENDA ITEM C7B  
DATE 9-8-04

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** September 8, 2004

**From:** Jorge M. Gonzalez  
City Manager

**Subject:** **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN THE CITY AND ARTHUR HILLS AND ASSOCIATES DATED OCTOBER 8, 1997, IN AN AMOUNT NOT TO EXCEED \$192,624.00, FOR THE PROVISION OF ADDITIONAL PROFESSIONAL SERVICES, NECESSARY FOR THE RENOVATION OF THE NORMANDY SHORES GOLF COURSE PROJECT; AND FURTHER APPROPRIATING THE SAME AMOUNT FROM THE SERIES 2000 STORMWATER BOND INTEREST FUND.**

### **ADMINISTRATION RECOMMENDATION:**

Adopt the Resolution.

### **Funding**

Funds in the amount of \$192,624.00 are available from the Series 2000 Stormwater Bond Interest Fund.

### **ANALYSIS:**

On October 8, 1997, pursuant to Request For Qualifications No. 79-96/97 (RFQ), the Mayor and City Commission adopted Resolution No. 97-22575, authorizing the Mayor and City Clerk to execute an Agreement with the Consultant, for professional services for the design, construction, bidding documents, construction observation, project administration, scheduling, and cost estimating necessary for the renovation and improvement of three City golf courses: Bayshore Golf Course, Bayshore/Par 3, and the Normandy Shores Golf Course (the Agreement).

The Agreement was executed for a lump sum total of \$75,000.00, and surveying and related reimbursable expenses in the amount of \$92,500.00; all totaling the not-to-exceed amount of \$167,500.00. The Agreement consisted of two Phases: Phase I - consultations, planning, and conceptual designs for each of the golf courses, and Phase II – development of the construction documents and specifications.

The scope of the Agreement with regards to the Normandy Shore Golf Course Renovation and Improvement (the Normandy Golf Course Project) is comprised of the following: maintain the integrity of the original design while enhancing some of the holes, improve the drainage, expand the practice facilities providing for the driving range with two practice tees, and a potential for a golf school facility. The estimated construction cost, submitted by the Consultant on June 12, 1998, was \$3,019,521.78, excluding the clubhouse construction/improvements costs, environmental clean-up costs, and relocation of City facilities.

On March 15, 2000, the Mayor and City Commission adopted Resolution No. 2000-23837, revising the Consultant's overall fee for Phase II of the Agreement to 6.875% of the construction cost, for the three City golf course projects; and where the revised estimated construction cost of the Normandy Shores Golf Course Project was \$3,023,053.

Due to existing conditions, including reports of a history of flooding, the Consultant's scope of work had to be revised. The Consultant submitted a few alternative designs and, on November 20, 2003, the Administration made a presentation to the Finance and Citywide Committee, suggesting a solution that contemplated elevating the entire golf course, with the purpose of increasing the playability conditions. A preliminary estimate showed an increase to the estimated construction cost of about \$750,000 to raise the golf course elevations. This estimate was later proven to be severely under budgeted. The effort to elevate the entire golf course is estimated today by the Consultant to possibly double the current construction estimate of probable cost for the complete Project.

After further analysis of the existing design and drainage conditions in the golf course and surrounding areas, the Consultant proposed a modification to this alternative, which considers the raising of the playing areas, replacement of the fairways, and re-grading of the tees and bunkers. This design alternative is geared to produce the most reasonable level of playability in the golf course, without creating additional conflicts in the surrounding areas, such as increasing the volume and speed of the drainage run-offs and reducing the percolating capacity of the soils. This design plan would also adapt to the aesthetic conditions and infrastructure of the area. The Consultant recommends this approach as the best suited to the Project.

The proposed plan is to isolate the golf course outfall from the right-of-way drainage system, creating a closed, recycled irrigation-drainage system that will include the following elements: leave the lakes at current size/configuration, produce an interconnection of lakes, construct a berm around the perimeter of the golf course with some swales, utilize the lakes for irrigation, and capture run off into pressurized drainage wells. Since the outfall from the golf course is isolated, dry detention areas will not be required. Pas-palum grass will be utilized with the appropriate irrigation system.

The new scope of work for the Consultant includes: additional golf course design and coordination efforts required due to revisions in Normandy Shores Golf Course Project scope, additional drainage and grading design to conform to the revised Project scope; and additional design services associated with the pump house required for the revised Project scope. The Consultant's fee for the Additional Services includes the re-design and re-



calculation of the Normandy Shores Golf Course's drainage system through a new pump station / underground piping combination system; and the design of a new irrigation system with pump house, not included in the original scope. Under the original scope of work the Consultant had completed approximately sixty percent of the construction documents. The revised scope of work not only negates the work completed, but adds additional design elements and requirements to the program, including the revised drainage system, which will utilize injection wells, will require additional coordination efforts and additional permit drawings.

The Consultant's additional fee for the new scope of work for the Normandy Shores Golf Course Project is in an amount not-to-exceed \$142,624.00, plus reimbursable expenses, in an amount not-to-exceed \$50,000.00; totaling a not-to-exceed amount of \$192,624.00. A detailed scope of work is included in the attached Exhibit "A-2" of the Amendment No. 2 to the Agreement.

With the approval of these Additional Professional Services fee, the Consultant's total fee amount represents 9.09% of the revised Project's estimated construction cost of \$3,703,810. The increase in fees is due to the re-design and re-calculation of the drainage system and the new pump house for the irrigation system.

Under the original scope of work The Consultant had completed approximately sixty percent of the construction documents. The revised scope of work not only negates the work completed, but adds additional design elements and requirements to the program. The calculations, preliminary grading, and green design, developed under percolating drainage approach, already completed under a prior phase of the Project, have now become unusable. In conjunction with the injection well system, there are additional grading requirements set forth by DERM that must be met, and require additional time and effort.

In addition, the original scope of work did not include a new pump station for the irrigation system. The existing pump was to be retrofit with a booster pump. The revised scope of work does include the installation of an entirely new pump station, which requires the construction of a pump house or shelter. The structure must be designed to protect the pumps, house the control system, and designed to accommodate annual maintenance of the pumps. The design requires the Consultant to contract with a licensed architect to prepare a construction document set that complies with the existing construction codes and regulations, including compliance with hurricane restrictions.

### **CONCLUSION:**

The Administration recommends executing Amendment No. 2 to the Agreement between the City and Arthur Hills and Associates, in the amount not-to-exceed \$192,624.00 for the renovation of the Normandy Shore Golf Course Project; and further appropriating the same amount from the Series 2000 Stormwater Bond Interest Fund.

JMG/RCM/TH/JEC/ar

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN THE CITY AND ARTHUR HILLS AND ASSOCIATES DATED OCTOBER 8, 1997, IN AN AMOUNT NOT-TO-EXCEED \$192,624.00, FOR THE PROVISION OF ADDITIONAL PROFESSIONAL SERVICES, NECESSARY FOR THE RENOVATION OF THE NORMANDY SHORES GOLF COURSE PROJECT; AND FURTHER APPROPRIATING THE SAME AMOUNT FROM THE SERIES 2000 STORMWATER BOND INTEREST FUND.**

**WHEREAS**, on October 8, 1997, pursuant to Request For Qualifications No. 79-96/97 (RFQ), the Mayor and City Commission adopted Resolution No. 97-22575, authorizing the Mayor and City Clerk to execute an Agreement with the Consultant, for professional services for the design, construction, bidding documents, construction observation, project administration, scheduling, and cost estimating necessary for the renovation and improvement of three City golf courses: Bayshore Golf Course, Bayshore/Par 3, and the Normandy Shores Golf Course (the Agreement); and

**WHEREAS**, Agreement was executed for a lump sum total of \$75,000.00, and surveying and related reimbursable expenses in the amount of \$92,500.00; all totaling the not-to-exceed amount of \$167,500.00; and

**WHEREAS**, the Agreement consisted of two Phases: Phase I - consultations, planning, and conceptual designs for each of the golf courses, and Phase II – development of the construction documents and specifications; and

**WHEREAS**, the scope of the Agreement with regards to the Normandy Shore Golf Course Renovation and Improvement (the Normandy Golf Course Project) is comprised of the following: maintain the integrity of the original design while enhancing some of the holes, improve the drainage, expand the practice facilities providing for the driving range with two practice tees, and a potential for a golf school facility; and

**WHEREAS**, the estimated construction cost, submitted by the Consultant on June 12, 1998, was \$3,019,521.78, excluding the clubhouse construction/improvements costs, environmental clean-up costs, and relocation of City facilities; and

**WHEREAS**, on March 15, 2000, the Mayor and City Commission adopted Resolution No. 2000-23837, revising the Consultant's overall fee for Phase II of the Agreement to 6.875% of the construction cost, for the three City golf course projects; and where the revised estimated construction cost of the Normandy Shores Golf Course Project was \$3,023,053; and

**WHEREAS**, due to existing conditions and budget limitations, the Consultant's scope of work has to be revised; and

**WHEREAS**, the proposed plan is to isolate the golf course outfall from the right-of-way drainage system, leave the lakes at current size/configuration, interconnection of lakes, construction of berm around the perimeter of the golf course with some swales, utilize the lakes for irrigation, and capture run off into pressurized drainage wells; and

**WHEREAS**, since the outfall from the golf course is isolated, dry detention areas will not be required. Paspalum grass will be utilized with the appropriate irrigation system; and

**WHEREAS**, the new scope of work for the Consultant includes: additional golf course design and coordination efforts required due to revisions in Normandy Shores Golf Course Project scope, additional drainage and grading design to conform to the revised Project scope; and additional design services associated with the pump house required for the revised project scope; and

**WHEREAS**, the Consultant's fee for the Additional Services includes the re-design and re-calculation of the Normandy Shores Golf Course's drainage system through a new pump station / underground piping combination system; and the design of a new irrigation system with pump house, not included in the original scope; and

**WHEREAS**, the Consultant's additional fee for the new scope of work for the Normandy Shores Golf Course Project is in an amount not-to-exceed \$142,264.00, plus reimbursable expenses, in an amount not-to-exceed \$50,000.00; totaling a not-to-exceed amount of \$192,264.00; and

**WHEREAS**, funding to complete the Scope of Work, for a total of \$192,264.00, is available as from the Series 2000 Stormwater Bond Interest Fund.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, that the Mayor and City Commission hereby approve and authorize the Mayor and the City Clerk to execute Amendment No. 2 to the Professional Landscape Architectural and Engineering Services Agreement between the City and Arthur Hills and Associates dated October 8, 2004, in the amount not-to-exceed \$192,624.00 for the provision of additional professional services, necessary for the renovation of the Normandy Shore Golf Course Project; and further appropriate the same amount from the Series 2000 Stormwater Bond Interest Fund., to provide sufficient funding for the Additional Services.

**PASSED and ADOPTED** this 8<sup>th</sup> day of September, 2004.

ATTEST:

**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

CITY CLERK

  
City Attorney

8-31-04  
Date

MAYOR

**AMENDMENT NO. 2  
TO THE PROFESSIONAL LANDSCAPE ARCHITECTURAL  
AND ENGINEERING SERVICES AGREEMENT  
BETWEEN  
THE CITY OF MIAMI BEACH, FLORIDA  
AND  
ARTHUR HILLS AND ASSOCIATES  
DATED OCTOBER 8, 1997,  
IN AN AMOUNT NOT-TO-EXCEED \$192,624.00,  
FOR THE PROVISION OF ADDITIONAL PROFESSIONAL SERVICES,  
NECESSARY FOR THE RENOVATION OF THE  
NORMANDY SHORE GOLF COURSE PROJECT.**

This Amendment No. 2 to the Agreement made and entered this \_\_\_\_ day of \_\_\_\_\_, 2004, by and between the CITY OF MIAMI BEACH, a Municipal Corporation existing under the laws of the State of Florida (hereinafter referred to as City), having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida 33139, and ARTHUR HILLS AND ASSOCIATES, an Ohio corporation, whose address is 7351 W. Bancroft Street, Ohio, 43615 (hereinafter referred to as Consultant).

**RECITALS**

**WHEREAS**, on October 8, 1997, pursuant to Request For Qualifications No. 79-96/97 (RFQ), the Mayor and City Commission adopted Resolution No. 97-22575, authorizing the Mayor and City Clerk to execute an Agreement with the Consultant, for professional services for the design, construction, bidding documents, construction observation, project administration, scheduling, and cost estimating necessary for the renovation and improvement of three City golf courses: Bayshore Golf Course, Bayshore/Par 3, and the Normandy Shores Golf Course (the Agreement); and

**WHEREAS**, the Agreement was executed for a lump sum total of \$75,000.00, and surveying and related reimbursable expenses in the amount of \$92,500.00; all totaling the not-to-exceed amount of \$167,500.00; and

**WHEREAS**, the Agreement consisted of two Phases: Phase I - consultations, planning, and conceptual designs for each of the golf courses, and Phase II - development of the construction documents and specifications; and

**WHEREAS**, the scope of the Agreement with regards to the Normandy Shore Golf Course Renovation and Improvement (the Normandy Golf Course Project) is comprised of the following: maintain the integrity of the original design while enhancing some of the holes, improve the drainage, expand the practice facilities providing for the driving range with two practice tees, and a potential for a golf school facility; and

**WHEREAS**, the estimated construction cost, submitted by the Consultant on June 12, 1998, was \$3,019,521.78, excluding the clubhouse construction/improvements costs, environmental clean-up costs, and relocation of City facilities; and

**WHEREAS**, on March 15, 2000, the Mayor and City Commission adopted Resolution No. 2000-23837, revising the Consultant's overall fee for Phase II of the Agreement to 6.875% of the construction cost, for the three City golf course projects; and where the revised estimated construction cost of the Normandy Shores Golf Course Project was \$3,023,053; and

**WHEREAS**, due to existing conditions and budget limitations, the Consultant's scope of work has to be revised; and

**WHEREAS**, the new scope of work for the Consultant includes: additional golf course design and coordination efforts required due to revisions in Normandy Shores Golf Course Project scope, additional drainage and grading design to conform to the revised Project scope; and additional design services associated with the pump house required for the revised project scope; and

**WHEREAS**, the Consultant's fee for the Additional Services includes the re-design and re-calculation of the Normandy Shores Golf Course's drainage system through a new pump station / underground piping combination system; and the design of a new irrigation system with pump house, not included in the original scope; and

**WHEREAS**, under the original scope of work the Consultant had completed approximately sixty percent of the construction documents; and

**WHEREAS**, the revised scope of work not only negates the work completed, but adds additional design elements and requirements to the program, including the revised drainage system, which will utilize injection wells will require additional coordination efforts and additional permit drawings; and

**WHEREAS**, the Consultant's additional fee for the new scope of work for the Normandy Shores Golf Course Project is in an amount not-to-exceed \$142,624.00, plus reimbursable expenses, in an amount not-to-exceed \$50,000.00; totaling a not-to-exceed amount of \$192,624.00; and

**WHEREAS**, funding to complete the Scope of Work, for a total of \$192,624.00, is available as from the Series 2000 Stormwater Bond Interest Fund.

**NOW, THEREFORE**, the parties hereto, and in consideration of the mutual promises, covenants, agreements, terms, and conditions herein contained, and other good and valuable consideration, the respect and adequacy are hereby acknowledged, do agree as follows:

1. **ABOVE RECITALS**

The above recitals are true and correct and are incorporated as a part of this Amendment No.1.

2. **MODIFICATIONS**

The Agreement is amended as defined in Schedule "A-2", attached herein.

3. **OTHER PROVISIONS.**

All other provisions of the Agreement, as amended, are unchanged.

4. **RATIFICATION.**

The City and Consultant ratify the terms of the Agreement, as amended by this Amendment No. 2.

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 1 to be executed in their names by their duly authorized officials as of the date first set forth above.

ATTEST:

**CITY OF MIAMI BEACH**

\_\_\_\_\_  
CITY CLERK

By \_\_\_\_\_  
MAYOR

ATTEST :

**ARTHUR HILLS AND ASSOCIATES**

\_\_\_\_\_  
SECRETARY

By \_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

  
City Attorney

8-31-04  
Date

**SCHEDULE "A-2"**  
**TO**  
**AMENDMENT NO. 2**  
**TO THE PROFESSIONAL LANDSCAPE ARCHITECTURAL**  
**AND ENGINEERING SERVICES AGREEMENT**  
**BETWEEN**  
**THE CITY OF MIAMI BEACH, FLORIDA**  
**AND**  
**ARTHUR HILLS/STEVE FORREST AND ASSOCIATES**  
**DATED OCTOBER 8, 1997,**  
**IN AN AMOUNT NOT-TO-EXCEED \$192,624.00,**  
**FOR THE PROVISION OF ADDITIONAL PROFESSIONAL SERVICES,**  
**NECESSARY FOR THE RENOVATION OF THE**  
**NORMANDY SHORE GOLF COURSE PROJECT.**

**Scope of Services:**

Pursuant to regulatory requirements to accept the Normandy Shores Golf Course Project, the golf course drainage system must be modified to contain and manage all onsite storm water runoff. The level-of-service and design parameters that will be required were determined at a meeting with the Department of Environmental Protection (DERM) on July 17, 2003. Refer to the meeting minutes, attached herein. The scope of Services to achieve the required level-of-service includes the following:

- Re-design and re-calculation of the golf course's drainage system, including the design of a perimeter berm, interconnection of the golf course lakes, and the design of a pumping station to support two drainage wells. The goal of the design is to maintain or slightly improve the existing level-of-service.
- Design of a new irrigation system with a new pump station, not included in the original scope. The existing pump was to be retrofit with a booster pump. The revised scope of work does include the installation of an entirely new pump station, which requires the construction of a pump house or shelter. The structure must be designed to protect the pumps, house the control system, and designed to accommodate annual maintenance of the pumps. The pump house must meet current hurricane codes.
- Above ground design adjustments, including the design of incidental grading, swales, or collection systems as required to maintain the level-of-service. In conjunction with the injection well system, there are additional grading requirements set forth by DERM that must be met.

## **Task 1 – Detailed Design**

### **Drainage System:**

- The proposed plan is to isolate the golf course outfall from the right-of-way drainage system, leave the lakes at current size/configuration, interconnection of lakes, construction of berm around the perimeter of the golf course with some swales, utilize the lakes for irrigation, and capture run off into pressurized drainage wells. Since the outfall from the golf course is isolated, dry detention areas will not be required. Paspalum grass will be utilized with the appropriate irrigation system.
- Provide existing topographic survey, 30 percent design drawings, onsite drainage facility, and preliminary routing of holes and lake layout as the basis for the drainage system design.
- Develop design drawings and technical specifications necessary for the permitting and construction of the storm drainage improvements, including the pump station, drainage wells, lake interconnections, and the details supporting their design.
- Conduct one soil boring test at the proposed pump station location to support the design and construction efforts.
- Dewatering permit application will be responsibility of the construction contractor and is not included in this scope of work.
- Provide a typical cross-section, piping installation, and trench restoration details, as well as details for outfall abandonment and piping structures within the lakes.
- Incorporate all the details and locations of the drainage system improvements into the Golf Course aboveground design.
- Conduct final review of the design package against the City specifications, standards, and design requirements and provide comments and recommendations.

### **Irrigation System:**

- Contract a licensed architect to design the pump station.
- Develop a full set of drawings that will include, but not be limited to, the installation of an entirely new pump station, which requires the construction of a pump house or shelter. The structure must be designed to protect the pumps, house the control system, and designed to accommodate annual maintenance of the pumps. The structure is to be designed and built in compliance with current building codes, including hurricane regulations.

### **Landscaping:**

- In conjunction with the injection well system, there are additional grading requirements set forth by DERM that must be met; consequently, some redesign of the Project, from the beginning, with additional design requirements is needed. As such, the preliminary grading and green design, that has already been completed in good faith needs to be re-calculated.



## Task 2 – Permit Application

### Drainage System:

- Although the stormwater portion of the Environmental Resource Permit (ERP) was funded as part of the original scope of work, additional services will be required to address the modifications to the lakes. The responsibilities and steps for the ERP and Consumptive Use permit application include, but are not limited to, the following:
  - Submit drainage design sheets and all other sheets necessary to support the permitting package, which will include an erosion control plan for permitting, bidding, and construction.
  - Submit four (4) copies of all sheets. All drainage sheets are to be signed and sealed by a Florida registered licensed Professional Engineer (PE) as required.
  - Compile and deliver to the City an ERP application package consisting of the application form, supporting information about the site, and engineering report providing the storm water calculations, and design sheets. The City will execute the application form and be responsible for the permitting fees associated with the drainage improvement.
  - Prepare a permit application for the anticipated expansion of the lakes, product of the renovation proposed. The application process is to include the filing of a Section 404 permit for cut and fill. No further wetland delineations are anticipated since the lakes are being enlarged and no sensitive habitat is assumed to be disturbed.
  - Participate in a maximum of two (2) additional meetings, as required under the permit application process, for the coordination with the wetland scientists at DERM and U.S. Army Corps of Engineers.
  - Provide a maximum of two (2) responses to requests for additional information from DERM and up to a total of 10-hour person-hours of service to reply to minor requests.
  - Prepare a SFWMD Consumptive Use Permit (CUP) Application for the City to apply for the golf course irrigation utilizing the stormwater collection ponds. These ponds are the on-site golf course lakes.
  - Provide operation guidelines of the irrigation system e.g., levels on/off, pump size, schedules, etc. for the City to review and approve.
  - Because of the proximity of the lakes to Biscayne Bay and lack of a portable water aquifer nearby, it is assumed that no groundwater modeling will be required.
  - Water quality sampling and additional data collection is not included in the scope.
  - One meeting with the South Florida West Water Management District (SFWMD) representatives in West Palm Beach or Miami will be conducted, as necessary.

#### **Irrigation System and Landscaping:**

- Submit construction documents to the City's Building Department and County, State, and Federal agencies as required, for preliminary review and initiate permit processing. The permit will be pulled by the Contractor awarded with the Project.
- Produce conforming set after review is completed to incorporate as part of the Bidding set of documents.

#### **Task 3 – Bid Phase Services**

- Assist the City during the contract bidding phase by issuing up to two (2) addenda and responding to all Requests for Information (RFI's) from the prospective bidders on issues related to the golf course improvements.
- Issue addenda, as required, for the clarification purposes during the bidding process.

#### **Task 4 – Services During Construction**

- In addition to the Bid Services already identified in the Agreement:
  - The drainage design Engineer is to conduct up to a total of ten (10) site visits to review construction methods and to evaluate the Contractor's compliance with the contract documents, as related to stormwater and a one (1) final site visit to determine the completion of construction in compliance with the design of the Project.
  - The drainage design Engineer is to review and approve up to five (5) design submittals for materials and equipment associated with the proposed drainage system for acceptance and conformance with the construction documents.
  - Provide start-up services that include the preparation of an Operating and maintenance Manual for the pump station and wells, system start-up review, and mark-up for the record drawings.
  - Provide the final record drawings to the City.

#### **Additional Assumptions:**

- No permits are required from the South Florida West Water Management District (SFWMD) or Florida Department of Environmental Protection (DERM). DERM will have primacy in processing the required Environmental Resources Permit (ERP) for stormwater permitting. This is a stand-alone drainage project. Improvements proposed for the golf course are not intended to resolve any other drainage issues adjacent to, or near, the golf course property.
- The creation of the proposed perimeter berm must take into consideration the probable drainage issues it might create on adjacent offsite properties, the design should be adjusted accordingly as to not affect the conditions of those properties surrounding the golf course.

- Resubmit, in autoCAD format, fully corrected and/or modified drawings with substantive changes made during construction. These revised sheets will be part of the conforming set. In addition, these sheets will be incorporated into the final “record drawings” and submitted to the City and DERM as required.

**Schedule:**

- Task 1 – Design drawings and Technical Specifications will be submitted to the City within sixty (60) working days from the Notice to Proceed (NTP) day.
- Task 2 – A permit application package will be submitted to DERM within thirty (30) working days from completion of the design package. It is anticipated that the permit will be issued by DERM within ninety (90) calendar days from submission. The meetings with the wetland scientists will be scheduled during this period.
- Task 3 – It is anticipated that the Bidding and Award process will extend approximately fortyfive (45) working days.
- Task 4 – It is anticipated that the Construction Phase will commence two hundred and ten (210) days from the NTP, and will be completed within one hundred and twenty (120) days thereafter.

**Compensation:**

- Original Agreement amount \$254,637.00 or 6.7855% of \$3,703,810.00 estimated construction cost.
- Amendment No.1 (to include surveying services) amount \$17,500.00.
- Amendment No.2 (to include Underground Utility Verification) amount \$192,624.00.
- Revised Agreement amount \$464,761.00.

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**CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY**



**Condensed Title:**

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, FINDING AND DECLARING THE EXISTENCE OF A VALID PUBLIC EMERGENCY; AND APPROVING A WAIVER, BY 5/7THS VOTE, OF THE COMPETITIVE BIDDING PROCESS; AUTHORIZING PARTICIPATION IN THE STATE OF FLORIDA'S "SALES TAX RECOVERY PROGRAM" AS OFFERED BY THE DEPARTMENT OF MANAGEMENT SERVICES THROUGH ITS CONSTRUCTION MANAGER, MCCARTNEY CONSTRUCTION, INC., IN CONJUNCTION WITH THE COLONY THEATRE CONSTRUCTION PROJECT; AWARDING AGREEMENTS TO PROVIDE GOODS AND SERVICES FOR THE COMPLETION OF THE COLONY THEATRE PROJECT.

**Issue:**

Should the City approve Request for Waiver of Competitive Bid presented by DMS for participation in the State of Florida's "Sales Tax Recovery Program" for the Colony Theatre renovation project?

**Item Summary/Recommendation:**

The Colony Theatre Renovation project began as a \$1.75 million concept project in early 1999. A series of cultural facilities grants were pieced together during the balance of that year and in October 1999, the City executed a Professional Services Agreement with the State of Florida Department of Management Services (DMS) to provide design, preconstruction, and construction management at risk services. At the current time the project is funded at \$6,985,462 which includes 5 amendments valued at \$ 5,235,462. It has been determined that the current GMP will not be sufficient to cover all expected costs associated with the construction of the project. DMS has proposed that the City of Miami Beach participate in the State of Florida's Sales tax recovery program, as offered by DMS through its construction manager, McCartney Construction, Inc. This program allows for the direct purchase of goods and services to City Government which eliminates the requirement of paying taxes on the goods and/or services. It is expected that the savings will be upward of \$30,000 that can be re-programmed to offset additional costs, by awarding Agreements to the following vendors MIAMI STAGECRAFT, in the amount of \$176,579; MAVCO, in the amount of \$87,651; FARREY'S HARDWARE, in the amount of \$33,364; FEDERAL MILLWORK, in the amount of \$43,492; IRWIN SEATING, in the amount of \$120,542; AND INTERAMERICA STAGE, in the amount of \$216,183.

**Advisory Board Recommendation:**

N/A

**Financial Information:**

| Source of Funds:  |              | Amount | Account | Approved |
|---|--------------|--------|---------|----------|
| <div style="border: 1px solid black; width: 80px; height: 40px; margin-bottom: 5px;"></div> Finance Dept. | 1            |        |         |          |
|   | 2            |        |         |          |
|   | 3            |        |         |          |
|   | 4            |        |         |          |
|   | <b>Total</b> |        |         |          |

**City Clerk's Office Legislative Tracking:**

Diana Trettin

**Sign-Offs:**

| Department Director   | Assistant City Manager  | City Manager  |
|---|---|---|
|  for Tim Hemstreet |  |  |

AGENDA ITEM C7C

DATE 9-8-04

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** September 8, 2004

**From:** Jorge M. Gonzalez  
City Manager

**Subject:** **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, FINDING AND DECLARING THE EXISTENCE OF A VALID PUBLIC EMERGENCY; AND APPROVING A WAIVER, BY 5/7THS VOTE, OF THE COMPETITIVE BIDDING PROCESS; AUTHORIZING PARTICIPATION IN THE STATE OF FLORIDA'S "SALES TAX RECOVERY PROGRAM" AS OFFERED BY THE DEPARTMENT OF MANAGEMENT SERVICES (DMS) THROUGH IT'S CONSTRUCTION MANAGER, MCCARTNEY CONSTRUCTION, INC., IN CONJUNCTION WITH THE COLONY THEATRE CONSTRUCTION PROJECT; AWARDING AGREEMENTS TO THE FOLLOWING VENDORS TO PROVIDE GOODS AND SERVICES FOR THE COMPLETION OF THE COLONY THEATRE PROJECT: MIAMI STAGECRAFT, IN THE AMOUNT OF \$176,579; MAVCO, IN THE AMOUNT OF \$87,651; FARREY'S HARDWARE, IN THE AMOUNT OF \$33,364; FEDERAL MILLWORK, IN THE AMOUNT OF \$43,492; IRWIN SEATING, IN THE AMOUNT OF \$120,542; AND INTERAMERICA STAGE, IN THE AMOUNT OF \$216,183.**

### **ADMINISTRATIVE RECOMMENDATION:**

Adopt the Resolution.

### **FUNDING:**

Funds for these agreements have been previously appropriated from City Center Redevelopment Agency (RDA) Tax Increment Financing (TIF) funds for this project.

### **ANALYSIS:**

The Colony Theatre Renovation project began as a \$1.75 million concept project in early 1999. A series of cultural facilities grants were pieced together during the balance of that year and in October 1999, the City executed a Professional Services Agreement with the State of Florida Department of Management Services (DMS) to provide design, preconstruction, and construction management at risk services. A detailed history of the project was previously provided as a Status Report in September 2003. At the current time the project is funded at \$6,985,462, which includes design costs, construction costs and the DMS Management fee. This number is comprised of the original \$1.75 million plus five (5) amendments valued at \$5,235,462.

Through its Agreement with the City, DMS provides a practically full service operation and many of the normal duties of the City are fully delegated by agreement to DMS as the City's Agent. The Agreement calls for DMS to hire both the Architect and the Construction Manager/Contractor through its own competitive bid process and the respective agreements with each party are executed and administered by DMS. The City's obligations under its Agreement with DMS are primarily to provide funding and to pay timely upon DMS' approval of proper payment applications.

A gross price for the City's budgeting purposes was provided by the project team in July 2002 of \$6,365,000 which served as the basis for the final appropriation by the City. This amount was inclusive of DMS, RJHA, and McCartney's fees, including project contingency. In this project, a formal GMP that is essentially in line with this final budget amount was executed by DMS on behalf of the City in February 2003. It should be noted that contrary to the language above, City staff was not permitted to review the GMP prior to DMS' acceptance and execution of the GMP, despite several requests to do so. The City finally received a copy of the executed GMP in April 2003. McCartney's GMP for construction was \$5,568,002.

For reasons of apparent expediency (according to DMS correspondence to the City), DMS authorized construction activities to commence in November 2002, prior to the execution of the GMP document and over the objections of City staff. City staff objections stemmed primarily from the fact that the Construction Documents for the project had not yet been permitted by the Building Department, project specifications were not complete, and a draft GMP had not been provided for the City to consider.

The current GMP is \$6,985,462. Based upon the latest Contractor pay application, the construction of the project currently stands at approximately 66% completion. DMS has been paid 100% of their fee up to and including Amendment #6, of which only a portion of the construction has been completed. The remaining time to substantial completion of the project is approximately 6-7 months. Two contract change orders are currently in negotiation totaling \$144,768. Although staff has rejected the majority of these change orders on a contractual basis, it is possible that there will be change orders that are acceptable given the current state of the construction documents. Items that were not included in the construction documents at the time the GMP contract was executed between DMS and the Construction Manager are subject to change orders. As previously reported, DMS authorized the GMP and commencement of construction prior to the completion of 100%, permitted construction documents. If the value of acceptable future change orders exceeds \$150,000 allocated as the contingency, the Administration will have to return to the Commission to seek additional funding.

It has been determined that the current GMP will not be sufficient to cover all expected costs associated with the construction of the project. DMS has proposed that the City of Miami Beach participate in the State of Florida's Sales tax recovery program, as offered by DMS through its Construction Manager, McCartney Construction, Inc. This program allows for the direct purchase of goods and services by the City which eliminates the requirement

of paying taxes on the goods and/or services if they were purchased by the Construction Manager or a sub-contractor. It is expected that the savings will be upward of \$30,000 if the City awards Agreements to the following vendors: Miami Stagecraft, in the amount of \$176,579; Mavco, in the amount of \$87,651; Farrey's Hardware, in the amount of \$33,364; Federal Millwork, in the amount of \$43,492; Irwin Seating, in the amount of \$120,542; and Interamerica Stage, in the amount of \$216,183. This savings would be re-programmed back into the project to offset projected short falls.

These vendors were selected by the Construction Manager during their bid process, presumably through a competitive bidding process, as the providers of goods/services for the project, and the costs are already included in the construction contract. McCartney, the Construction Manager, was chosen by DMS through a competitive bidding process. The Administration believes that all necessary steps regarding competitive bidding have been met and recommend moving forward with participation in the Sales Tax Recovery Program. If the City were to choose to participate in the Sales Tax Recovery Program but put these goods/services out for a new competitive bidding process, it will delay the completion of the project.

Other construction items are being reviewed to determine where value engineering can be employed to further reduce the total costs. In addition to participation in the sales tax recovery program and additional value engineering, the Administration has determined that it is in the City's best interest to provide full time inspection oversight for the construction project. This is dealt with separately by other items on this agenda.

The funding for the agreements to participate in the State of Florida's Sales Tax Recovery Program is already a part of the existing agreement with DMS/McCartney and will be reallocated from the McCartney contract to pay McCartney's vendors directly.

### **CONCLUSION:**

The Administration recommends that the City Commission find and declare the existence of a valid public emergency; and approve a waiver, by 5/7ths vote, of the competitive bidding process; authorizing participation in the State of Florida's "Sales Tax Recovery Program" as offered by the Department of Management Services (DMS) through it's Construction Manager, McCartney Construction, Inc., in conjunction with the Colony Theatre construction project. The Administration also recommends awarding agreements to the following vendors, to provide goods and services for the completion of the Colony Theatre project: Miami Stagecraft, in the amount of \$176,579; Mavco, in the amount of \$87,651; Farrey's Hardware, in the amount of \$33,364; Federal Millwork, in the amount of \$43,492; Irwin Seating, in the amount of \$120,542; and Interamerica Stage, in the amount of \$216,183.



## **RESOLUTION TO BE SUBMITTED**

CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY



**Condensed Title:**

A Resolution of the Mayor and City Commission appropriating \$240,000 as a contingency for the previously approved 25<sup>TH</sup> Street Water Tanks and Pumping Station Project.

**Issue:**

Shall the City appropriate funds in the amount of \$240,000 from the Series 2000 Water and Sewer Interest Funds for the 25<sup>th</sup> Street Water Tanks and Pumping Station project?

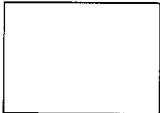
**Item Summary/Recommendation:**

Resolution No. 2003-25158, accepted the Guaranteed Maximum Price proposed by Jasco Construction Company, Inc. for the construction of two Three Million Gallon Water Storage Tanks and Pumping Station, as well as providing site drainage, temporary parking and a storage area for Public Works, a contingency was provided within the Public Works Facility & Yard Account. The Administration recommends that the contingency instead be provided from the Series 2000 Water and Sewer Bond Interest Funds, and is requesting that \$240,000 be appropriated from this account.

**Advisory Board Recommendation:**

n/a

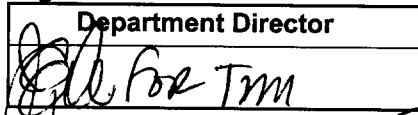
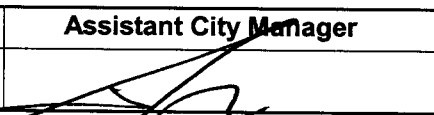
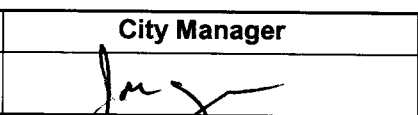
**Financial Information:**

| Source of Funds:   |              | Amount       | Account   | Approved |
|--|--------------|--------------|---|----------|
| <div><br/>Finance Dept.</div> | 1            | \$240,000.00 | Series 2000 Water and Sewer Bond Interest Funds |          |
|  | 2            |              |   |          |
|  | 3            |              |   |          |
|  | 4            |              |   |          |
|  | <b>Total</b> | \$240,000.00 |   |          |

**City Clerk's Office Legislative Tracking:**

Mauro Burgio [x 6447], Carl Hastings [x 6210]

**Sign-Offs:**

| Department Director   | Assistant City Manager   | City Manager  |
|---|--|---|
|  |  |  |

AGENDA ITEM C7D  
DATE 9-8-04

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** September 8, 2004

**From:** Jorge M. Gonzalez  
City Manager

**Subject:** **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH APPROPRIATING FUNDS IN THE AMOUNT OF \$240,000 FROM THE SERIES 2000 WATER AND SEWER BOND INTEREST FUNDS AS A CONTINGENCY FOR THE PREVIOUSLY APPROVED 25<sup>th</sup> STREET WATER TANKS AND PUMPING STATION PROJECT.**

### **ADMINISTRATION RECOMMENDATION:**

Adopt the Resolution.

### **FUNDING:**

Funds are available from the Series 2000 Water and Sewer Bond Interest funds.

### **ANALYSIS:**

On March 19, 2003, the Mayor and City Commissioners approved Resolution No. 2003-25158, accepting a Guaranteed Maximum Price (GMP) from Jasco Construction Company, Inc. in the amount of \$4,840,933 for the provision of Construction Manager at Risk services for the construction of two 3-million gallon water Storage Tanks, and a new pumping station, a partial site drainage system and a temporary parking and storage area at the Public Works Yard.

A contingency in the amount of \$240,000 was previously appropriated for this project within the Public Works Facility & Yard Project, designated to upgrade and improve the Public Works Yard. This project has been in the planning stages for several years. At this time, the funding requirement for this project is uncertain, hence, it is more appropriate to use available funds from the Series 2000 Water and Sewer Bond Interest Fund to appropriate the required \$240,000 contingency for the 25<sup>th</sup> Street Water Tanks and Pump Station Project.

Early in the project, it was planned to use the \$240,000 contingency allowance to cover the cost of the increased temporary parking and storage area, a temporary driveway entrance to the Public Works Yard, and the relocation of the Fiber Optic data cable connecting the Public Works Control Center to the City's communications network. These elements were

added to the scope of work shortly after the GMP was negotiated. Additional tasks have been identified which must be paid from the contingency amount. The following table summarizes the activities which are to be funded through the contingency allowance.

| Description of Change Requested  | Amount     |
|--|------------|
| Increased parking area, Temp. access road, Move Fiber Optic Cable      | \$121,794  |
| Install FPL primary service to new transformer to service pump station | \$ 75,120  |
| Drywell & Manhole for pipe trench, Safety switch for A/C, Roof hatch   | \$ 5,253   |
| Extra strength concrete, Insulate A/C ducts, Concrete testing          | \$ 15,207  |
| Total:   | \$ 217,374 |

This project has achieved substantial completion and is approaching final completion. The change order work listed in the table was authorized by the City and performed by the contractor to facilitate the project's progress, however, such work can only be funded from the contingency amount.

As shown in the above table, \$217,374 of the \$240,000 contingency is currently planned to be utilized for additional work on the Tanks project. In addition, it has been determined recently that an additional storm drainage line needs to be installed to service the south end of the Public Works Yard adjacent to the Fire Station. The current cost estimate for this work is approximately \$20,000, however the final price has not yet been negotiated, therefore it is anticipated that nearly the entire \$240,000 contingency will be utilized. If a portion of the balance remains unused at close-out, it will be transferred to the contingency allowance for Fire Station #2.

The Administration recommends adoption of the accompanying Resolution providing for the appropriation of the contingency amount of \$240,000, from the Series 2000 Water and Sewer Interest Funds, so that the Public Works Facilities and Yard Account will not be reduced.

JMG/RCM/TH/JEC/MB

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RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROPRIATING FUNDS, IN THE AMOUNT OF \$240,000, FROM THE SERIES 2000 WATER AND SEWER BOND INTEREST FUNDS FOR USE AS A CONTINGENCY FOR THE PREVIOUSLY APPROVED 25<sup>th</sup> STREET WATER TANKS AND PUMPING STATION PROJECT.**

**WHEREAS**, on March 19, 2003, the Mayor and City Commission approved Resolution No. 2003-25158, accepting the Guaranteed Maximum Price proposed by Jasco Construction Company, Inc. for the construction of Two Three Million Gallon Water Storage Tanks, a Water Pumping Station, a Temporary Parking Lot near the Public Works Yard, and a partial Site Drainage System (the Project), and authorizing the Mayor and City clerk to execute an Agreement for this work; and

**WHEREAS**, \$240,000 was appropriated for use as a Project contingency in the Public Works Facilities and Yard Account; and

**WHEREAS**, funding is available in this amount from the Series 2000 Water and Sewer Bond Interest Funds; and

**WHEREAS**, the Administration recommends that in lieu of using the \$240,000 in funding from the Public Works Facilities and Yard Account, that funds in the same amount be appropriated for this purpose from the Series 2000 Water and Sewer Bond Interest Funds.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, that funding, in the amount of \$240,000, be appropriated from the Series 2000 Water and Sewer Bond Interest Funds for use as Project contingency in the 25<sup>th</sup> Street Water Tanks and Pumping Station Project.

**PASSED and ADOPTED** this \_\_\_\_\_ day of September, 2004.

\_\_\_\_\_  
MAYOR

**ATTEST:**

\_\_\_\_\_  
CITY CLERK

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APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

 9-2-04  
\_\_\_\_\_  
City Attorney Date

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**CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY**

**Condensed Title:**

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE ISSUANCE OF REQUEST FOR QUALIFICATIONS (RFQ) NO. 42-03/04 FOR PLANNING, DESIGN, BID AND AWARD, AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE BISCAYNE POINT RIGHT OF WAY INFRASTRUCTURE IMPROVEMENT PROJECT.

**Issue:**

Shall the Mayor and City Commission adopt the Resolution?

**Item Summary/Recommendation:**

The Biscayne Point Right of Way (ROW) Infrastructure Improvement Project is a \$7.38 million project which includes the restoration and enhancement of an urban, mixed use, residential (single and multi-family) neighborhood including roadway, sidewalk, curb and gutter, landscape, streetscape irrigation, lighting, potable water, and storm drainage infrastructure as needed. This project is funded through General Obligation and Water and Stormwater Bonds. The purpose of issuing an RFQ is to obtain qualifications from professional firms with the capability and experience to provide engineering, urban design, and landscape architecture services for design, bid and award, and construction administration of urban streetscape improvements in the Biscayne Point Neighborhood. Planning efforts were previously completed by another Consultant and is documented in the City Commission approved Biscayne Point Basis of Design Report dated October 15, 2003. The City negotiated extensively with the previous consultant, The Corradino Group, but was unable to achieve agreement on a reasonable fee for the expected scope of services. Because of the failure in reaching agreement, the City abandoned the effort with Corradino and prepared to issue a new RFQ for the remaining services on the project. The estimated budget for the project is \$7,384,000. The estimated construction budget is \$6,410,000, which includes a contingency of \$649,000. The budget also includes soft costs of \$974,000, which consist of Planning (previously completed), Design, Bid & Award, Construction Administration, Program Management, and City Construction Management. The successful firm will be tasked with the following duties and responsibilities: Design Services; Bid and Award Services; Construction Management Services; Reimbursables. After considering the recommendation of an Evaluation Committee, the City Manager will recommend to the City Commission the response which is deemed to be in the best interest of the City. The Administration recommends that the Mayor and the City Commission of Miami Beach, Florida approve and authorize the issuance of Request for Qualifications (RFQ) No. 42-03/04 for design, bid and award, and construction administration of streetscape improvements for the Biscayne Point Right of Way Infrastructure Improvement Project.

**Advisory Board Recommendation:**

N/A

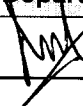
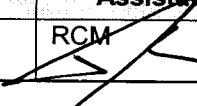
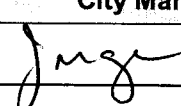
**Financial Information:**

| Source of Funds: N/A |       | Amount | Account | Approved |
|----------------------|-------|--------|---------|----------|
|                      | 1     |        |         |          |
| Finance Dept.        | Total |        |         |          |

**City Clerk's Office Legislative Tracking:**

Jorge E. Chartrand

**Sign-Offs:**

| Department Director  | Assistant City Manager  | City Manager  |
|--|---|---|
| TH  | RCM  |  |

AGENDA ITEM

C7E

DATE

9-8-04



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## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** September 8, 2004

**From:** Jorge M. Gonzalez  
City Manager

**Subject:** **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE ISSUANCE OF REQUEST FOR QUALIFICATIONS (RFQ) NO. 42-03/04 FOR ENGINEERING, URBAN DESIGN, AND LANDSCAPE ARCHITECTURE FOR PLANNING, DESIGN, BID AND AWARD AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE BISCAYNE POINT RIGHT OF WAY INFRASTRUCTURE IMPROVEMENT PROJECT.**

### **ADMINISTRATIVE RECOMMENDATION**

Adopt the Resolution.

### **ANALYSIS**

The Biscayne Point Right of Way (ROW) Infrastructure Improvement Project is a \$7.38 million infrastructure project which includes the restoration and enhancement of an urban, mixed use, residential (single and multi-family) neighborhood's hardscape, including roadway, sidewalk, curb and gutter, landscape, streetscape irrigation, lighting, potable water, and storm drainage infrastructure as needed. This project is funded through a combination of General Obligation, and Water and Stormwater Bonds.

The purpose of issuing a Request for Qualifications is to obtain qualifications from professional firms with the capability and experience to provide professional engineering, urban design, and landscape architecture services for design, bid and award, and construction administration of urban streetscape improvements in the Biscayne Point Neighborhood in Miami Beach. Planning efforts were previously completed by another Consultant and is documented in the City Commission approved Biscayne Point Basis of Design Report dated October 15, 2003.

The City negotiated extensively with the previous consultant, The Corradino Group, but was unable to achieve agreement on a reasonable fee for the expected scope of services. Because of the failure in reaching agreement after several unfruitful attempts and the amount of time spent in the negotiations, the City decided to abandon the effort with Corradino and prepare to issue a new RFQ for the remaining services on the project.

The estimated budget for the project is \$7,384,000. The estimated construction budget for the project is \$6,410,000, which includes a construction change order contingency budget of \$649,000. This estimated construction total includes \$3,230,000 for Streetscape improvements, \$1,500,000 for Stormwater improvements, and \$1,031,000 for Water Improvements as detailed below:

N – BPR ROW – 02 - 09082004 – JEC - 01



## **STREETSCAPE IMPROVEMENTS \$3,230,000 (construction)**

### **Biscayne Beach**

- **Entryway Improvement** - Hawthorne & Crespi Entrances
- **Textured Crosswalks** – Hawthorne @ 79<sup>th</sup>, 81<sup>st</sup> & 85<sup>th</sup>; Crespi @ 79<sup>th</sup> & 81<sup>st</sup>; & Crespi Park
- **Hawthorne** – Replace existing planting strip w/ new landscape
- **Bumpouts & Planters attached to sidewalk** - Corner bump-outs Hawthorne at 79th, 81st, 85th, 84<sup>th</sup>, Corner bump-outs Crespi at 79th, Planters opposite corner bump-outs Hawthorne at 79th, 81st, 85th. Planters opposite corner bump-outs Crespi at 79th, 81st
- **Planters detached from sidewalk** - Crespi at 79th Terrace., 80th, 82nd, 83rd, 84th, 86th and mid-block. Hawthorne at 79th Terrace., 80th, 82<sup>nd</sup>, 83rd, 84th, 86th corners only. All Cross streets, (2 per side per street)
- **Mid Block Hawthorne Bumpouts (22)**
- **Speed table with brick pavers at Hawthorne and Crespi**
- **CMB Entry Sign East of Hawthorn and 77th**
- **Sidewalk installation and repair** - 79th Street and 20% neighborhood wide repairs
- **Neighborhood wide improvements** - Repair 20% of all sidewalks
- **Pocket Park @ 81st Street**
- **Re-striping parking neighborhood wide**
- **Landscaped Island at Stillwater Drive and Hawthorne intersection**
- **Paving costs covered by GO Bond** - Hawthorne (from 77th to 83rd); Hawthorne (1/2); Bayside Lane S. of 77th); Crespi (from Hawthorne to 83rd); 82nd Street (1/2 of Street, other half by Water Bond & PWD); & 79th Street
- **Replace existing lighting "globes"**. - 138 new light fixtures and bulbs

### **Biscayne Point**

- **Traffic Calming At Intersections, Speed Tables** - 2 @ Daytonia and Cleveland; 1 @ Daytonia and S. Biscayne Point; 1 @ Cleveland and N. Biscayne Point; 1 @ Noremac and Cleveland; & 1 @ Noremac and Daytonia
- **Textured Intersections** - (2) Cecil & Cleveland, Fowler & S. Biscayne Point
- **Grass Triangle** - Noremac and N. Biscayne
- **Enhance grass islands** - Daytonia and S. Biscayne & Cleveland and N. Biscayne
- **Decorative Lighting (Acorn) @ 100- ft on center, staggered**
- **Swale Reclamation** - Approximately 3375 LF to be reclaimed
- **Infill plantings at 30-ft spacing O.C.**
- **Repaving (1-inch overlay) all roadways @ approximately** - 13,630 LF @ 20-ft width
- **Entryway Improvement** - Hawthorne & Crespi Entrances

### **Stillwater Drive**

- **Traffic Calming "Tables" (total of 3)**
- **Replace and widen sidewalk (to 5 - ft on each side)**
- **Decorative Lighting (Acorn) @ 100 - ft on center, staggered**
- **Enhance Area around Gatehouse** - Landscaping/sign & Accent lighting
- **Entryway Improvement** - Hawthorne & Crespi Entrances
- **Enhanced Landscaping in new swale areas** - New trees / palms 1 per lot

**STORMWATER IMPROVEMENTS (\$1,500,000)**

- Select improvements to priority basins within Stillwater Drive and the northern areas of Biscayne Beach

**WATER IMPROVEMENTS \$3,160,000 (construction)**

- Replacement of Discretionary Waterlines with 8-inch diameter lines Per attached Exhibit A

The budget also includes a construction contingency (\$649,000) as well as development and soft costs (\$974,000), which consists of Planning (previously completed), Design, Bid & Award, Construction Administration, Program Management, and City Construction Management.

**ESTIMATED TOTAL PROJECT BUDGET**

|                                  |                     |
|----------------------------------|---------------------|
| ENGINEERING / MANAGEMENT COSTS   | \$ 974,000          |
| CONSTRUCTION BUDGET              |                     |
| • Streetscape:                   | \$ 3,230,000        |
| • Stormwater Improvements        | \$ 1,500,000        |
| • Water Improvements:            | <u>\$ 1,031,000</u> |
| • Estimated Construction Budget: | \$ 5,761,000        |
| • Construction Contingency       | <u>\$ 649,000</u>   |
| • Subtotal                       | \$ 6,410,000        |
| TOTAL PROJECT BUDGET:            | \$ 7,384,000        |

**RFQ TIMETABLE**

The anticipated schedule for this RFQ and contract approval is as follows:

|   |                           |
|---|---------------------------|
| RFQ to be issued                                  | September 13, 2004        |
| Pre-Qualification Conference                      | September 24, 2004        |
| Deadline for receipt of questions                 | October 8, 2004           |
| Deadline for receipt of responses                 | October 15, 2004          |
| Evaluation committee meeting                      | Week of October 25, 2004  |
| Commission approval/authorization of negotiations | November 10, 2004         |
| Contract negotiations                             | Through December 20, 2004 |
| Projected award date                              | January 5, 2005           |
| Projected contract start date                     | January 10, 2005          |

**CONSULTANT TASKS**

The successful firm will be tasked with the following duties and responsibilities:

Task 1 – Planning Services (Not in Scope – Previously Completed)

Task 2 – Design Services

Task 3 – Bid and Award Services

**Task 4 – Construction Management Services**

**Task 5 – Additional Services**

**Task 6 – Reimbursable Services**

**Task 1 – Planning Services:** A final Basis of Design Report has been prepared summarizing the accepted design concept, budget level cost estimate, schedule and other issues deemed important to the implementation of the project. The final Basis of Design Report was presented to the City Commission and approved on October 15, 2003.

**Task 2 – Design Services:** The purpose of this Task is to establish requirements for the preparation of contract documents for the Project. Note that the selected firm will be required to perform a variety of forensic tasks to verify, to the extent practicable, existing conditions and the accuracy of base maps to be used for development of the contract drawings. These tasks include, but may not be limited to, surveying, utility verification, and listing encroachments in the Right of Way using formats established for the City's Right of Way Infrastructure Improvement Program. In addition, the selected firm will follow City standards for the preparation of contract documents, inclusive of drawings, specifications and front-end documents and cost estimates.

Presentation formats for Review Submittal will be prepared at the 30%, 60%, 90% and 100% design completion stages. Contract documents will be subject to constructability and value engineering reviews to be performed by others. The selected firm shall work with the City to adjust / revise project scope as may be deemed necessary to meet established budgets as the design evolves from earlier to latter stages of completion.

In addition, the selected firm will attend and participate in community design review meetings to review the design progress and concept at different progress levels during the design. The selected firm will also be responsible for reviewing and receiving approvals of its contract documents from all jurisdictional permitting agencies and boards prior to finalization. To facilitate the implementation of a Public Information Program, the selected firm will provide electronic files of all project documents, as directed by the City. City in-house Departments shall be required to respond, in writing, to all review comments. Presentation formats will be as directed by the City.

Note that the selected firm shall establish and maintain an in house Quality Assurance / Quality Control (QA/QC) program designed to verify and ensure the quality, clarity, completeness, constructability and bid potential of its contract documents.

**Task 3 – Bid and Award Services:** The selected firm shall assist City in bidding and award of the contract. Such assistance shall include facilitating reviews of its contract documents with applicable Procurement, Risk Management and Legal Department representatives. In addition, the selected firm shall furnish camera ready contract documents for reproduction and distribution by the City, attend pre-bid conferences, assist with the preparation of necessary addenda, attend the bid opening and assist with the bid evaluation and recommendation of award to the City. The selected firm shall provide "As-Bid" documents for use during construction.

The City is also considering awarding the project to one of the Job Order Contractors (JOC) already in place. This may facilitate the construction procurement as well as reduce the period to award considerably from the common four to six months the City experiences when a project is advertised for competitive bidding. This decision will be made as the project design progresses.

**Task 4 – Construction Management Services:** The selected firm shall perform a variety of tasks associated with the administration of the construction contract and construction management of the project. These shall include attendance at the pre-construction conference, attendance at weekly construction meetings, responding to Contractor requests for information / clarification, responding and evaluating Contractor requests for change orders / contract amendments, review of shop drawings, review of record drawings, review and processing of contractor applications for payment, specialty site visits, project closeout reviews including substantial and final punch list development and project certification. The City / Program Manager will provide day-to-day construction administration and observation service duties.

**Task 5 – Additional Services:** No additional services are envisioned at this time. However, if such services are required during the performance of the Work, they will be requested by the City and negotiated in accordance with contract requirements.

**Task 6 – Reimbursable Services:** The City may reimburse additional expenses such as reproduction costs, survey, geotechnical work and underground utility verification costs.

It is anticipated that a Firm whose specialty and primary business is in the practice of civil engineering will head the selected Project Design Team, which should also include an urban designer/planner and a landscape architect as subconsultants, all with extensive experience in design upgrade and urban retrofitting, including environments with new streetscape, drainage and, water/sewer, and utility improvements. Interested teams must demonstrate streetscape and utility design and construction administration expertise, based on the successful completion of a number of projects of similar substantial size and complexity for other governmental and/or private entities.

## **EVALUATION PROCESS**

The procedure for response evaluation and selection is as follows:

- Request for Qualifications issued.
- Receipt of responses.
- Opening and listing of all responses received.
- An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each response in accordance with the requirements of this RFQ. If further information is desired, respondents may be requested to make additional written submissions or oral presentations to the Evaluation Committee.
- The Evaluation Committee will recommend to the City Manager the response(s) which the Evaluation Committee deems to be in the best interest of the City by using the following criteria for selection:
  - a. Firm's Qualifications and Experience with renovating existing, urban Right of Ways (ROWs) including coordinating drainage, water, and streetscape work;
  - b. Project Manager's Experience renovating existing urban Right of Ways, community presentations, and urban planning;

- c. References Provided by Prior Project Owners;
  - d. Experience and Qualifications of the Project Team with renovating existing, urban Right of Ways (ROWs) coordinating drainage, water, and streetscape work;
  - e. Methodology, Approach and Understanding of Tasks 1-6;
  - f. Volume of work previously awarded to each firm by the agency, with the object of effecting an equitable distribution of contracts among qualified firms;
- The City may request, accept, and consider proposals for the compensation to be paid under the contract only during competitive negotiations.
  - After considering the recommendation(s) of the Evaluation Committee, the City Manager shall recommend to the City Commission the response or responses acceptance of which the City Manager deems to be in the best interest of the City.
  - The City Commission shall consider the City Manager's recommendation(s) in light of the recommendation(s) and evaluation of the Evaluation Committee and, if appropriate, approve the City Manager's recommendation(s). The City Commission may reject City Manager's recommendation(s) and select another response or responses. In any case, City Commission shall select the response or responses acceptance of which the City Commission deems to be in the best interest of the City. The City Commission may also reject all proposals.
  - Negotiations between the selected respondent and the City Manager take place to arrive at a contract. If the City Commission has so directed, the City Manager may proceed to negotiate a contract with a respondent other than the top ranked respondent if the negotiations with the top ranked respondent fail to produce a mutually acceptable contract within a reasonable period of time.
  - A proposed contract or contracts are presented to the City Commission for approval, modification and approval, or rejection.
  - If and when a contract or contracts acceptable to the respective parties is approved by the City Commission, the Mayor and City Clerk sign the contract(s) after the selected respondent(s) has (or have) done so.

The Administration recommends that the Mayor and the City Commission of Miami Beach, Florida approve and authorize the issuance of Request for Qualifications (RFQ) No. 42-03/04 for engineering, planning, urban design and landscape architecture services for design, bid and award, and construction administration of streetscape improvements for the Biscayne Point Right of Way Infrastructure Improvement Project.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION  
OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING  
THE ISSUANCE OF REQUEST FOR QUALIFICATIONS  
(RFQ) NO. 42-03/04 FOR ENGINEERING, URBAN DESIGN,  
AND LANDSCAPE ARCHITECTURE FOR DESIGN, BID AND  
AWARD, AND CONSTRUCTION ADMINISTRATION  
SERVICES FOR THE BISCAYNE POINT RIGHT OF WAY  
INFRASTRUCTURE IMPROVEMENT PROJECT**

**WHEREAS**, the City of Miami Beach has developed various capital improvement projects to improve the quality of life of its residents in each of the City's thirteen neighborhoods; and

**WHEREAS**, Biscayne Point is one of the City's thirteen neighborhoods, which encompasses the area bounded on the east by the Tatum Waterway, and bounded on the north, south and west by Biscayne Bay, as more particularly described in Exhibit "A", the Biscayne Point Right of Way (ROW) Geographic Area; and

**WHEREAS**, the Biscayne Point ROW Infrastructure Project (Project) is a \$7.3 million infrastructure project which may include, but is not limited to, the enhancement of roadways, landscaping, sidewalks and streetscapes, irrigation, water, stormwater, electrical, street lighting, street furniture, signage, as well as bicycle and pedestrian transportation routes; and,

**WHEREAS**, the scope of services for the Project will take into consideration previously authorized and currently endorsed City of Miami Beach planning level documents including, but not limited to, studies or reports encompassing necessary upgrades as noted in the Biscayne Point Basis of Design Report approved by the City Commission on October 15, 2003, and other qualified decisions of the City of Miami Beach Public Works, Parks and Recreation, Planning, Parking, Building, Fire and Police Departments, respectively; and

**WHEREAS**, the City negotiated extensively with the previous consultant, The Corradino Group, but was unable to achieve agreement on a reasonable fee for the expected scope of services; and

**WHEREAS**, because of the failure in reaching agreement after several unfruitful attempts, and the amount of time spent in the negotiations, the City decided to abandon the effort with Corradino and prepare to issue a new Request for Qualifications (RFQ) for the remaining services on the Project; and

**WHEREAS**, the purpose of issuing the RFQ is to obtain qualifications from firms with the capability and experience to provide professional engineering and landscape architecture services for the design, bid and award, construction administration of the Project; and

**WHEREAS**, the City has contracted the services of Hazen and Sawyer, P.E. to function as Program Manager, and act as the City's agent with regard to all aspects of this scope of services, including to serve as the focal point of contact with the selected firm; and

**WHEREAS**, the successful firm will be tasked with the following duties and responsibilities: Task 2—Design Services; Task 3—Bid and Award Services; Task 4—Construction Management Services; Task 6 Reimbursables; and

**WHEREAS**, the procedure for the response and evaluation and selection are fully described in the RFQ; and

**WHEREAS**, the Administration recommends the issuance of RFQ No. 42-03/04.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, that the Mayor and City Commission of Miami Beach, Florida, authorize the issuance of Request For Qualifications No. 42-03/04 for engineering, and landscape architecture for design, bid, award and construction management services for the Biscayne Point Right Of Way Infrastructure Improvement Project.

**PASSED, ADOPTED AND APPROVED** this September 8, 2004


**ATTEST:**

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

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\_\_\_\_\_  
City Attorney

8/31/04  
\_\_\_\_\_  
Date

# **Biscayne Point Right of Way Improvement Project**

## **RFQ information**

### **PURPOSE**

To provide for the restoration and enhancement of an urban, mixed use, residential (single and multi-family) neighborhood's hardscape and landscape improvements including roadway, sidewalk, curb and gutter, landscape, streetscape, irrigation, lighting, stormwater drainage and potable water distribution system enhancements.

### **SECTION I—INTRODUCTION / BACKGROUND**

The City of Miami Beach has implemented various programs to improve the quality of life of residents in the City's 13 neighborhoods via 24 capital improvement projects. The Capital Improvement Planned Progress Initiative is funded by Series 2000 Water and Sewer Revenue Bonds, Series 2000 Stormwater Revenue Bonds, 1999 General Obligation Bonds and, where geographically permissible, by Section 108 Funds. The Biscayne Point Project will be implemented using the Capital Improvement Projects Office standard Planned Progress Initiative model for Right of Way projects and will be funded by General Obligation, Water and Stormwater Bond Funds. The purpose of the Planned Progress Initiative model is to facilitate community involvement and information as well as to coordinate construction citywide. The model is outlined in Section II: Planned Progress Initiative Tasks 1 through Task 6.

### **SECTION II - SCOPE OF SERVICES:**

#### **A. Narrative**

The purpose of the Biscayne Point ROW Infrastructure Project is to provide for the restoration and enhancement of streetscapes and infrastructure, consistent with existing available master plans, qualified decisions of applicable City Departments and community preferences. The proposed project will include stormwater management and potable water distribution system upgrades, streetscape work with restoration and enhancement of the neighborhood's hardscape, landscape, streetscape irrigation and lighting, as practicable within specified budget parameters. At this point, sanitary sewer upgrades are not anticipated as part of the Project.

Previously, another Consultant performed a variety of forensic and community planning tasks culminating in the creation of the Biscayne Point Basis of Design Report (BODR), which was approved by the City of Miami Beach Commission on October 15, 2003. This BODR serves as the definitive Master Plan for the proposed ROW improvements to be designed, bid, awarded and constructed under the scope of this RFQ. A copy of this BODR available on the ROW Program website at: [www.cmbprojects.com](http://www.cmbprojects.com). Respondents are encouraged to review the contents of this document when preparing their submittals to the City.

Improvements include restoration and enhancement to the function and aesthetics of the following:

- Repair or replacement of existing water mains to meet City Water Master Plan recommendations
- Upgrade of priority stormwater basins within the project area to meet City Stormwater Master Plan / BODR recommendations
- Street resurfacing and new pavement markings along certain corridors



- Swale restoration, and/or curb and gutter restoration or upgrades
- Repair, extension, or widening of sidewalks and crossing ramps to provide continuous, ADA-Title III compatible separated pedestrian ways
- Installation of new pedestrian-scale street lighting and/or upgrade of existing lighting to correct deficiencies within specific corridors where funding is sufficient
- Providing enhanced landscaping, development of additional areas for planting opportunities, and new / enhanced irrigation to support such plantings within the street right-of-way, as consistent with the approved BODR
- Physical and/or operational improvements to local streets for the purposes of beautification, traffic calming and increasing alternative transportation routes including pedestrian and non-motorized vehicles.

The work effort will require that all aboveground improvements will be coordinated with existing and proposed aboveground and below underground infrastructure improvements, which may include the following tasks:

- Repair or replacement of water mains
- Limited coordination with other entities, including but not limited to, Florida Power and Light Company, BellSouth, Charter Communications and their vendors.
- Coordination with Private Developments that are required to implement City approved Right of Way improvements in accordance with Development Orders

Underground water, sewer and drainage infrastructure improvements for the ROW Program are generally identified in: the City of Miami Beach Comprehensive Stormwater Management Program Master Plan, (March 1997), the City of Miami Beach Water System Master Plan, (November, 1994), and the Citywide Sanitary Sewer Infiltration and Inflow Mitigation Program, and in subsequent amendments to the plans and decisions of the City's Public Works Department. In addition, the work shall include surveying and obtaining permits from all governmental agencies having jurisdiction in Miami Beach.

Note that the City has contracted the services of Hazen and Sawyer, P.C. to function as the Program Manager and act as the City's agent with regard to all aspects of this scope of services. Hence, the Program Manager shall serve as the focal point of contact with the selected firm. The City will retain contractual agreement responsibilities with the selected firm.

## **B. Planned Progress Initiative Tasks 1-6**

The successful firm will be tasked with the following duties and responsibilities:

- Task 1 – Planning Services (Not in Scope – Previously Completed)
- Task 2 – Design Services
- Task 3 – Bid and Award Services
- Task 4 – Construction Management Services
- Task 5 – Additional Services
- Task 6 – Reimbursable Services

The requirements for each of these Tasks are noted below:

**Task 1 – Planning Services:** A final Basis of Design Report has been prepared summarizing the accepted design concept, budget level cost estimate, schedule and other issues deemed important to the implementation of the project. The final Basis of Design Report was presented to the City Commission and approved on October 15, 2003.

**Task 2 – Design Services:** The purpose of this Task is to establish requirements for the preparation of contract documents for the Project. Note that the selected firm will be required to perform a variety of forensic tasks to verify, to the extent practicable, existing conditions and the accuracy of base maps to be used for development of the contract drawings. These tasks include, but may not be limited to, surveying, utility verification, and listing encroachments in the Right of Way using formats established for the City's Right of Way Infrastructure Improvement Program. In addition, the selected firm will follow City standards for the preparation of contract documents, inclusive of drawings, specifications and front-end documents and cost estimates.

Presentation formats for Review Submittal will be prepared at the 30%, 60%, 90% and 100% design completion stages. Contract documents will be subject to constructability and value engineering reviews to be performed by others. The selected firm shall work with the City to adjust / revise project scope as may be deemed necessary to meet established budgets as the design evolves from earlier to latter stages of completion.

In addition, the selected firm will attend and participate in community design review meetings to review the design progress and concept at different progress levels during the design. The selected firm will also be responsible for reviewing and receiving approvals of its contract documents from all jurisdictional permitting agencies and boards prior to finalization. To facilitate the implementation of a Public Information Program, the selected firm will provide electronic files of all project documents, as directed by the City. City in-house Departments shall be required to respond, in writing, to all review comments. Presentation formats will be as directed by the City.

Note that the selected firm shall establish and maintain an in house Quality Assurance / Quality Control (QA/QC) program designed to verify and ensure the quality, clarity, completeness, constructability and bid potential of its contract documents.

**Task 3 – Bid and Award Services:** The selected firm shall assist City in bidding and award of the contract. Such assistance shall include facilitating reviews of its contract documents with applicable Procurement, Risk Management and Legal Department representatives. In addition, the selected firm shall furnish camera ready contract documents for reproduction and distribution by the City, attend pre-bid conferences, assist with the preparation of necessary addenda, attend the bid opening and assist with the bid evaluation and recommendation of award to the City. The selected firm shall provide "As-Bid" documents for use during construction.

**Task 4 – Construction Management Services:** The selected firm shall perform a variety of tasks associated with the administration of the construction contract and construction management of the project. These shall include attendance at the pre-construction conference, attendance at weekly construction meetings, responding to Contractor requests for information / clarification, responding and evaluating Contractor requests for change orders / contract amendments, review of shop drawings, review of record drawings, review and processing of contractor applications for payment, specialty site visits, project closeout reviews including substantial and final punch list development and project certification. The City / Program Manager will provide day-to-day construction administration and observation service duties.

**Task 5 – Additional Services:** No additional services are envisioned at this time. However, if such services are required during the performance of the Work, they will be requested by the City and negotiated in accordance with contract requirements.

**Task 6 – Reimbursable Services:** The City may reimburse additional expenses such as reproduction costs, survey, geotechnical work and underground utility verification costs.

### **Section III—QUALIFICATION STATEMENT**

It is anticipated that a Firm whose specialty and primary business is in the practice of civil engineering will head the selected Project Design Team, which should also include an urban designer/planner and a landscape architect as subconsultants, all with extensive experience in design, upgrade and urban retrofitting experience, including environments with new streetscape, drainage and, water/sewer, and utility improvements. Interested teams must demonstrate streetscape and utility design and construction administration expertise, based on the successful completion of a number of projects of similar substantial size and complexity for other governmental and/or private entities. Teams with extensive experience and capability are invited to submit details of their qualifications and experience.

The Lead Firm for the Project Team shall address the following items:

#### **Item 1. Team Experience:**

- Indicate the team's number of years of experience in providing the requested professional services;
- List all projects undertaken in the past five (5) years, describe the scope of each project in physical terms and by cost, describe the respondent's responsibilities, and provide the name and contact telephone number of an individual in a position of responsibility who can attest to respondent's activities in relation to the project;
- Provide the name(s) of the person, or person within your organization who was most actively concerned with managing each project.
- List and describe all legal claims against any member of the team alleging errors and/or omissions, or any breach of professional ethics, including those settled out of court, during in the past five (5) years.

**Item 2. Project Manager's Experience:** Provide a comprehensive summary of the experience and qualifications of the individual(s) who are proposed will be selected to serve as the Project Manager(s) for the Project Team. These individuals must have a minimum of (10) ten years' experience in the design and construction of streetscape and utility facilities, and should have served as planning / design / construction manager(s) on other urban streetscape, drainage, and water/sewer improvement projects on a minimum of three previous projects of similar complexity and magnitude.

**Item 3. Previous Similar Projects:** Provide a listing of a minimum of ten (10) similar projects including:

- Client name, address, phone number
- Consultant (Architect or Engineer) name, address, phone number
- Description of the scope of work
- Month and Year the project was started and completed

- Total cost and/or fees paid to your firm
- Total cost of construction, estimated and actual
- Role of the firm and the responsibilities

**Item 4. Qualification of Project Team:** Provide a list of the personnel / subconsultants to be used on this project and their qualifications. A resume of each individual, including education, experience, and any other pertinent information shall be included for each team member including any subcontractors, to be assigned to this project.

**Item 5. Project Approach:** Provide a detailed discussion on the Project Team approach to the required services. Information should include:

- Organizational structure of project team
- Project specific approach to this neighborhood.
- Narrative description of how project team's experience specifically relates to the proposed neighborhood project.
- Narrative description of team's understanding of the design document approval process for streetscape and watermain improvements as it relates to the City of Miami Beach and Miami-Dade County

#### **SECTION IV – EVALUATION /SELECTION PROCESS; CRITERIA FOR EVALUATION**

The procedure for response evaluation and selection is as follows:

1. Request for Qualifications issued
2. Receipt of responses
3. Opening and listing of all responses received
4. An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each response in accordance with the requirements of this RFQ. If further information is desired, respondents may be requested to make additional written submissions or oral presentations to the Evaluation Committee
5. The Evaluation Committee will recommend to the City Manager the response(s) which the Evaluation Committee deems to be in the best interest of the City.
6. The City may request, accept, and consider proposals for the compensation to be paid under the contract only during competitive negotiations.
7. After considering the recommendation(s) of the Evaluation Committee, the City Manager shall recommend to the City Commission the response or responses acceptance of which the City Manager deems to be in the best interest of the City.
8. The City Commission shall consider the City Manager's recommendation(s) in light of the recommendation(s) and evaluation of the Evaluation Committee and, if appropriate, approve the City Manager's recommendation(s). The City Commission may reject City Manager's recommendation(s) and select another response or responses. In any case, City Commission shall select the response or responses of which the City Commission deems to be in the best interest of the City. The City Commission may also reject all proposals.
9. Negotiations between the selected respondent and the City Manager will take place to arrive at a contract. If the City Commission has so directed, the City Manager may proceed

to negotiate a contract with a respondent other than the top ranked respondent if the negotiations with the top ranked respondent fail to produce a mutually acceptable contract within a reasonable period of time.

10. A proposed contract or contracts shall be presented to the City Commission for approval, modification and approval, or rejection.
11. If and when a contract or contracts acceptable to the respective parties is approved by the City Commission, the Mayor and City Clerk shall sign the contract(s) after the selected respondent(s) has (or have) done so.

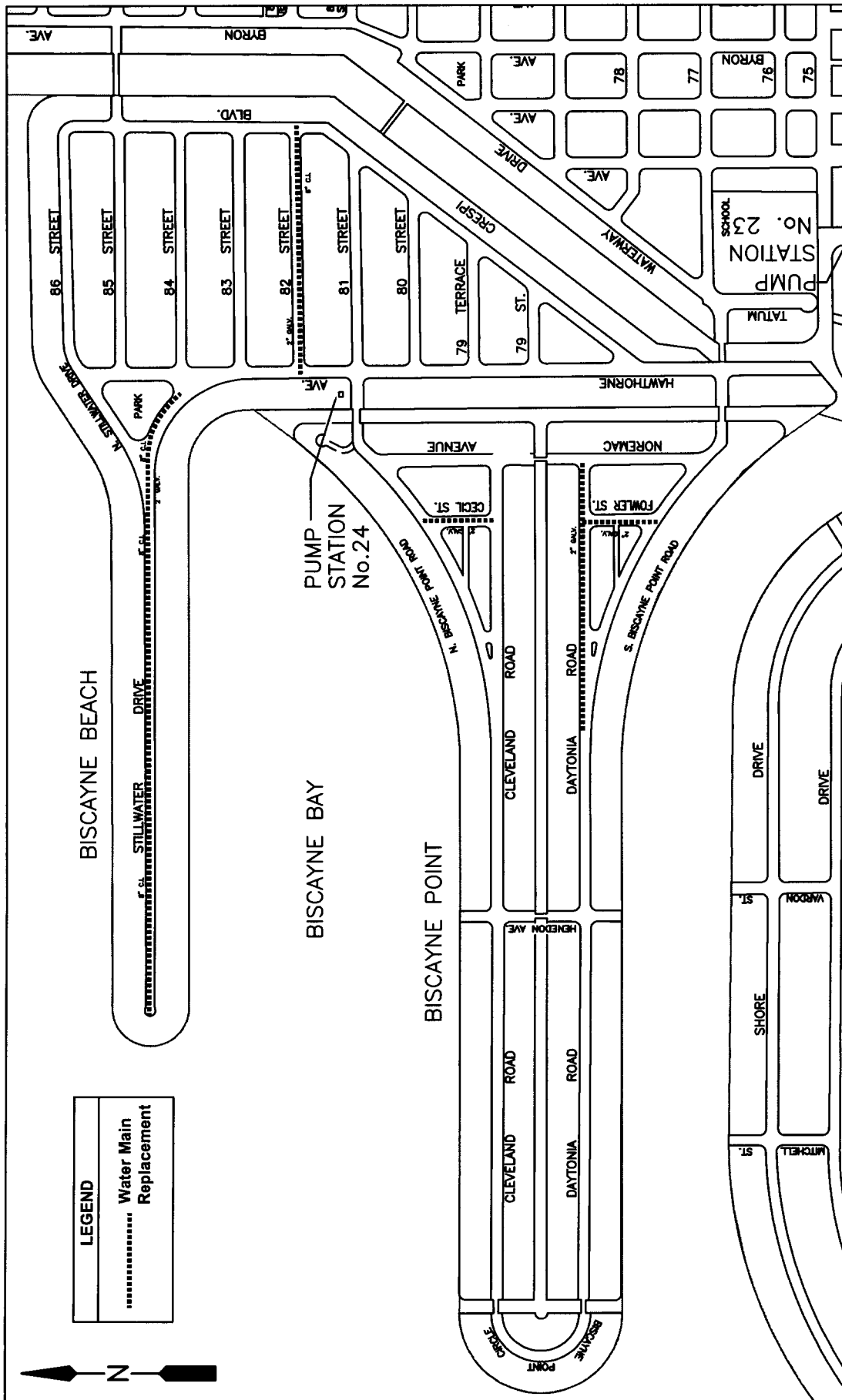
| <b>Selection Criteria</b>   | <b>Possible Points</b> |
|---|------------------------|
| Firm's Qualifications and Experience with renovating existing, urban Right of Ways (ROWs) including coordinating drainage, water, and streetscape work;   | 20                     |
| Project Manager's Experience renovating existing urban Right of Ways, community presentations, and urban planning;  | 20                     |
| References Provided by Prior Project Owners   | 15                     |
| Experience and Qualifications of the Project Team with renovating existing, urban Right of Ways (ROWs) coordinating drainage, water, and streetscape work | 20                     |
| Methodology, Approach and Understanding of Tasks 1-6  | 15                     |
| Volume of work previously awarded to each firm by the agency, with the object; of effecting an equitable distribution of contracts among qualified firms  | 10                     |
| <b>Possible points</b>  | <b>100</b>             |

**Important Note:**

By submitting a response, all respondents shall be deemed to understand and agree that no property interest or legal right of any kind shall be created at any point during the aforesaid evaluation/selection process until and unless a contract has been agreed to and signed by both parties.

**Section V - BUDGET:**

|                                  |                     |
|----------------------------------|---------------------|
| ENGINEERING / MANAGEMENT COSTS   | \$ 974,000          |
| CONSTRUCTION BUDGET              |                     |
| • Streetscape:                   | \$ 3,230,000        |
| • Stormwater Improvements        | \$ 1,500,000        |
| • Water Improvements:            | <u>\$ 1,031,000</u> |
| • Estimated Construction Budget: | \$ 5,761,000        |
| • Construction Contingency       | <u>\$ 649,000</u>   |
| • Subtotal                       | \$ 6,410,000        |
| <b>TOTAL PROJECT BUDGET:</b>     | <b>\$ 7,384,000</b> |



**Exhibit A-1: WATER MAIN REPLACEMENTS**

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**CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY**



**Condensed Title:**

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE ISSUANCE OF REQUEST FOR QUALIFICATIONS (RFQ) NO. 41-03/04 FOR PLANNING, DESIGN, BID AND AWARD, AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE NORTH SHORE RIGHT OF WAY INFRASTRUCTURE IMPROVEMENT PROJECT.

**Issue:**

Shall the Mayor and City Commission adopt the Resolution?

**Item Summary/Recommendation:**

The North Shore Right of Way (ROW) Infrastructure Improvement Project is a \$9.23 million project which includes the restoration and enhancement of an urban, mixed use, residential (single and multi-family) neighborhood including roadway, sidewalk, curb and gutter, landscape, streetscape irrigation, lighting, potable water, and storm drainage infrastructure as needed. This project is funded through General Obligation, Water Bonds and Section 108 Funds. The purpose of issuing an RFQ is to obtain qualifications from professional firms with the capability and experience to provide engineering, urban design, and landscape architecture services for design, bid and award, and construction administration of urban streetscape improvements in the North Shore Neighborhood. Planning efforts were previously completed by another Consultant and is documented in the City Commission approved North Shore Basis of Design Report dated July 30, 2003. The City negotiated extensively with the previous consultant, The Corradino Group, but was unable to achieve agreement on a reasonable fee for the expected scope of services. Because of the failure in reaching agreement, the City abandoned the effort with Corradino and prepared to issue a new RFQ for the remaining services on the project. The estimated budget for the project is \$9,230,000. The estimated construction budget is \$7,830,000, which includes a contingency of \$780,000. The budget also includes soft costs of \$1,400,000, which consist of Planning (previously completed), Design, Bid & Award, Construction Administration, Program Management, and City Construction Management. The successful firm will be tasked with the following duties and responsibilities: Design Services; Bid and Award Services; Construction Management Services; Reimbursables. After considering the recommendation of an Evaluation Committee, the City Manager will recommend to the City Commission the response which is deemed to be in the best interest of the City. The Administration recommends that the Mayor and the City Commission of Miami Beach, Florida approve and authorize the issuance of Request for Qualifications (RFQ) No. 41-03/04 for design, bid and award, and construction administration of streetscape improvements for the North Shore Right of Way Infrastructure Improvement Project.

**Advisory Board Recommendation:**

N/A

**Financial Information:**

| Source of Funds: N/A |              | Amount | Account | Approved |
|----------------------|--------------|--------|---------|----------|
|                      | <b>1</b>     |        |         |          |
| Finance Dept.        | <b>Total</b> |        |         |          |

**City Clerk's Office Legislative Tracking:**

Jorge E. Chartrand

**Sign-Offs:**

| Department Director | Assistant City Manager | City Manager |
|---------------------|------------------------|--------------|
| TH                  | RCM                    |              |

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AGENDA ITEM C7F

DATE 9-8-04





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**COMMISSION MEMORANDUM**

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** September 8, 2004

**From:** Jorge M. Gonzalez  
City Manager

**Subject: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE ISSUANCE OF REQUEST FOR QUALIFICATIONS (RFQ) NO. 41-03/04 FOR ENGINEERING, URBAN DESIGN, AND LANDSCAPE ARCHITECTURE FOR PLANNING, DESIGN, BID AND AWARD, AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE NORTH SHORE RIGHT OF WAY INFRASTRUCTURE IMPROVEMENT PROJECT.**

**ADMINISTRATIVE RECOMMENDATION**

Adopt the Resolution.

**ANALYSIS**

The North Shore Right of Way (ROW) Infrastructure Improvement Project is a \$9.23 million infrastructure project which includes the restoration and enhancement of an urban (residential and commercial) neighborhood's hardscape, including roadway, sidewalk, curb and gutter, landscape, streetscape irrigation, lighting, potable water, and storm drainage infrastructure as needed. This project is funded through a combination of General Obligation and Water Bonds, as well as Section 108 Funding.

The purpose of issuing a Request for Qualifications is to obtain qualifications from professional firms with the capability and experience to provide professional engineering, urban design, and landscape architecture services for design, bid and award, and construction administration of urban streetscape improvements in the North Shore Neighborhood in Miami Beach. Planning efforts were previously completed by another Consultant and is documented in the City Commission approved North Shore Basis of Design Report dated July 30, 2003.

The City negotiated extensively with the previous consultant, The Corradino Group, but was unable to achieve agreement on a reasonable fee for the expected scope of services. Because of the failure in reaching agreement after several unfruitful attempts and the amount of time spent in the negotiations, the City decided to abandon the effort with Corradino and prepare to issue a new RFQ for the remaining services on the project.

The estimated budget for the project is \$9,230,000. The estimated construction budget for the project is \$7,830,000, which includes a construction change order contingency budget of \$780,000. This estimated construction total includes \$3,890,000 for Streetscape / Section 108 improvements, and \$3,160,000 for Water Improvements as detailed below:

N – NorthROW – 02- 09082004 – JEC - 01

**STREETSCAPE AND SECTION 108 IMPROVEMENTS \$3,890,000 (construction)**

- **72<sup>nd</sup> Street** - Bumpouts, planters, lights, crosswalks, additional sidewalk by park. Median w/parking & milling and resurfacing( w/no parking b/w Harding and Collins)
- **73<sup>rd</sup> Street** - New median, enhanced median, bumpouts, planters, lighting, mill & resurface
- **Parkview Island** – Planters, bumpouts, lighting, stripe parking, mill and resurface, sidewalk
- **Dickens Avenue from 72<sup>nd</sup> to 79<sup>th</sup> Streets** - Bumpouts, crosswalks, sidewalk repair, stripe parking, milling and resurfacing
- **85<sup>th</sup> Street** – Bumpouts, crosswalks, sidewalk repair, stripe parking, milling and resurfacing
- **Byron Avenue 80' ROW** - Bumpouts, crosswalks, sidewalk repair, median, milling and resurfacing, stripe
- **Tatum Waterway Drive** - Traffic Study, Bumpouts, crosswalks, sidewalk repair, milling and resurfacing
- **Harding Entrance** – 5-ft planting strip both sides of street, palm trees, uplighting
- **Neighborhood wide improvements** - Repair 20% of all sidewalks
- **Bonita Drive** - additional sidewalk
- **Paving costs covered by GO Bond (1/2 milling & resurfacing)** Bonita Drive, Collins Ct., 74th, 75th, 80th, 81st, Carlyle, Abbott, Tatum, Gary, Wayne, Byron, Carlyle, Dickens, Tatum, Byron, 77, 78, 79, 85

**Additional Bumpouts, 74th, 75th, Carlyle (between 73<sup>rd</sup> & 75<sup>th</sup>)**

**WATER IMPROVEMENTS \$3,160,000 (construction)**

- Replacement of Discretionary Waterlines with 8-inch diameter pipes Per attached Exhibit A

The budget also includes a construction contingency (\$780,000) as well as development and soft costs (\$1,400,000), which consists of Planning (previously completed), Design, Bid & Award, Construction Administration, Program Management, and City Construction Management.

**ESTIMATED TOTAL PROJECT BUDGET**

|                                  |                     |
|----------------------------------|---------------------|
| ENGINEERING / MANAGEMENT COSTS   | \$ 1,400,000        |
| CONSTRUCTION BUDGET              |                     |
| • Streetscape:                   | \$ 3,060,000        |
| • Section 108 Funding            | \$ 830,000          |
| • Water Improvements:            | <u>\$ 3,160,000</u> |
| • Estimated Construction Budget: | \$ 7,050,000        |
| • Construction Contingency       | <u>\$ 780,000</u>   |
| • Subtotal                       | \$ 7,830,000        |
| TOTAL PROJECT BUDGET:            | \$9,230,000         |

**RFQ TIMETABLE**

The anticipated schedule for this RFQ and contract approval is as follows:

|   |                                   |
|---|-----------------------------------|
| RFQ to be issued                                  | September 13, 2004                |
| Pre-Qualification Conference                      | September 24, 2004                |
| Deadline for receipt of questions                 | October 8, 2004                   |
| Deadline for receipt of responses                 | October 15, 2004                  |
| Evaluation committee meeting                      | Week of October 25, 2004          |
| Commission approval/authorization of negotiations | November 10, 2004                 |
| Contract negotiations                             | through week of December 20, 2004 |
| Projected award date                              | January 5, 2005                   |
| Projected contract start date                     | January 10, 2005                  |

**CONSULTANT TASKS**

The successful firm will be tasked with the following duties and responsibilities:

Task 1 – Planning Services (Not in Scope – Previously Completed)

Task 2 – Design Services

Task 3 – Bid and Award Services

Task 4 – Construction Management Services

Task 5 – Additional Services

Task 6 – Reimbursable Services

Task 1 – Planning Services: A final Basis of Design Report has been prepared summarizing the accepted design concept, budget level cost estimate, schedule and other issues deemed important to the implementation of the project. The final Basis of Design Report was presented to the City Commission and approved on July 30, 2003.

Task 2 – Design Services: The purpose of this Task is to establish requirements for the preparation of contract documents for the Project. Note that the selected firm will be required to perform a variety of forensic tasks to verify, to the extent practicable, existing conditions and the accuracy of base maps to be used for development of the contract drawings. These tasks include, but may not be limited to, surveying, utility verification, and listing encroachments in the Right of Way using formats established for the City's Right of Way Infrastructure Improvement Program. In addition, the selected firm will follow City standards for the preparation of contract documents, inclusive of drawings, specifications and front-end documents and cost estimates.

Presentation formats for Review Submittal will be prepared at the 30%, 60%, 90% and 100% design completion stages. Contract documents will be subject to constructability and value engineering reviews to be performed by others. The selected firm shall work with the City to adjust / revise project scope as may be deemed necessary to meet established budgets as the design evolves from earlier to latter stages of completion.

In addition, the selected firm will attend and participate in community design review meetings to review the design progress and concept at different progress levels during the design. The selected firm will also be responsible for reviewing and receiving approvals of its contract documents from all jurisdictional permitting agencies and boards prior to finalization. To facilitate the implementation of a Public Information Program, the selected firm will provide electronic files of all project documents, as directed by the City. City in-house Departments shall be required to respond, in writing, to all review comments. Presentation formats will be as directed by the City.

Note that the selected firm shall establish and maintain an in house Quality Assurance / Quality Control (QA/QC) program designed to verify and ensure the quality, clarity, completeness, constructability and bid potential of its contract documents.

Task 3 – Bid and Award Services: The selected firm shall assist City in bidding and award of the contract. Such assistance shall include facilitating reviews of its contract documents with applicable Procurement, Risk Management and Legal Department representatives. In addition, the selected firm shall furnish camera ready contract documents for reproduction and distribution by the City, attend pre-bid conferences, assist with the preparation of necessary addenda, attend the bid opening and assist with the bid evaluation and recommendation of award to the City. The selected firm shall provide “As-Bid” documents for use during construction.

The City is also considering awarding the project to one of the Job Order Contractors (JOC) already in place. This may facilitate the construction procurement as well as reduce the period to award considerably from the common four to six months the City experiences when a project is advertised for competitive bidding. This decision will be made as the project design progresses.

Task 4 – Construction Management Services: The selected firm shall perform a variety of tasks associated with the administration of the construction contract and construction management of the project. These shall include attendance at the pre-construction conference, attendance at weekly construction meetings, responding to Contractor requests for information / clarification, responding and evaluating Contractor requests for change orders / contract amendments, review of shop drawings, review of record drawings, review and processing of contractor applications for payment, specialty site visits, project closeout reviews including substantial and final punch list development and project certification. The City / Program Manager will provide day-to-day construction administration and observation service duties.

Task 5 – Additional Services: No additional services are envisioned at this time. However, if such services are required during the performance of the Work, they will be requested by the City and negotiated in accordance with contract requirements.

Task 6 – Reimbursable Services: The City may reimburse additional expenses such as reproduction costs, survey, geotechnical work and underground utility verification costs.

It is anticipated that a Firm whose specialty and primary business is in the practice of civil engineering will head the selected Project Design Team, which should also include an urban designer/planner and a landscape architect as subconsultants, all with extensive experience in design upgrade and urban retrofitting, including environments with new streetscape, drainage and, water/sewer, and utility improvements. Interested teams must demonstrate streetscape and utility design and construction administration expertise, based on the successful completion of a number of projects of similar substantial size and complexity for other governmental and/or private entities.

## **EVALUATION PROCESS**

The procedure for response evaluation and selection is as follows:

- Request for Qualifications issued.
- Receipt of responses.
- Opening and listing of all responses received.
- An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each response in accordance with the requirements of this RFQ. If further information is desired, respondents may be requested to make additional written submissions or oral presentations to the Evaluation Committee.
- The Evaluation Committee will recommend to the City Manager the response(s) which the Evaluation Committee deems to be in the best interest of the City by using the following criteria for selection:
  - a. Firm's Qualifications and Experience with renovating existing, urban Right of Ways (ROWs) including coordinating drainage, water, and streetscape work;
  - b. Project Manager's Experience renovating existing urban Right of Ways, community presentations, and urban planning;
  - c. References Provided by Prior Project Owners;
  - d. Experience and Qualifications of the Project Team with renovating existing, urban Right of Ways (ROWs) coordinating drainage, water, and streetscape work
  - e. Methodology, Approach and Understanding of Tasks 1-6;
  - f. Volume of work previously awarded to each firm by the agency, with the object; of effecting an equitable distribution of contracts among qualified firms;
- The City may request, accept, and consider proposals for the compensation to be paid under the contract only during competitive negotiations.
- After considering the recommendation(s) of the Evaluation Committee, the City Manager shall recommend to the City Commission the response or responses acceptance of which the City Manager deems to be in the best interest of the City.
- The City Commission shall consider the City Manager's recommendation(s) in light of the recommendation(s) and evaluation of the Evaluation Committee and, if appropriate, approve the City Manager's recommendation(s). The City Commission may reject City Manager's recommendation(s) and select another response or responses. In any case, City Commission shall select the response or responses acceptance of which the City Commission deems to be in the best interest of the City. The City Commission may also reject all proposals.

- Negotiations between the selected respondent and the City Manager take place to arrive at a contract. If the City Commission has so directed, the City Manager may proceed to negotiate a contract with a respondent other than the top ranked respondent if the negotiations with the top ranked respondent fail to produce a mutually acceptable contract within a reasonable period of time.
- A proposed contract or contracts are presented to the City Commission for approval, modification and approval, or rejection.
- If and when a contract or contracts acceptable to the respective parties is approved by the City Commission, the Mayor and City Clerk sign the contract(s) after the selected respondent(s) has (or have) done so.

The Administration recommends that the Mayor and the City Commission of Miami Beach, Florida approve and authorize the issuance of Request for Qualifications (RFQ) No. 41-03/04 for engineering, planning, urban design and landscape architecture services for design, bid and award, and construction administration of streetscape improvements for the North Shore Right of Way Infrastructure Improvement Project.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION  
OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING  
THE ISSUANCE OF REQUEST FOR QUALIFICATIONS  
(RFQ) NO. 41-03/04 FOR ENGINEERING, URBAN DESIGN,  
AND LANDSCAPE ARCHITECTURE FOR DESIGN, BID AND  
AWARD, AND CONSTRUCTION ADMINISTRATION  
SERVICES FOR THE NORTH SHORE RIGHT OF WAY  
INFRASTRUCTURE IMPROVEMENT PROJECT**

**WHEREAS**, the City of Miami Beach has developed various capital improvement projects to improve the quality of life of its residents in each of the City's thirteen neighborhoods; and

**WHEREAS**, North Shore is one of the City's thirteen neighborhoods, which encompasses the area bounded on the east by the Atlantic Ocean, bounded on the north by 87<sup>th</sup> Street, bounded on the south by 63<sup>rd</sup> Street, and bounded on the west by the Tatum Waterway, as more particularly described in Exhibit "A", the North Shore Right of Way (ROW) Geographic Area; and

**WHEREAS**, the North Shore ROW Infrastructure Project (Project) is a \$9.2 million infrastructure project which may include, but is not limited to, the enhancement of roadways, landscaping, sidewalks and streetscapes, irrigation, water, electrical, street lighting, street furniture, signage, as well as bicycle and pedestrian transportation routes; and,

**WHEREAS**, the scope of services for the Project will take into consideration previously authorized and currently endorsed City of Miami Beach planning level documents including, but not limited to, studies or reports encompassing necessary upgrades as noted in the North Shore Basis of Design Report approved by the City Commission on July 30, 2003, and other qualified decisions of the City of Miami Beach Public Works, Parks and Recreation, Planning, Parking, Building, Fire and Police Departments, respectively; and

**WHEREAS**, the City negotiated extensively with the previous consultant, The Corradino Group, but was unable to achieve agreement on a reasonable fee for the expected scope of services; and

**WHEREAS**, because of the failure in reaching agreement after several unfruitful attempts, and the amount of time spent in the negotiations, the City decided to abandon the effort with Corradino and prepare to issue a new Request for Qualifications (RFQ) for the remaining services on the Project; and

**WHEREAS**, the purpose of issuing the RFQ is to obtain qualifications from firms with the capability and experience to provide professional engineering and landscape architecture services for the design, bid and award, construction administration of the

Project; and

**WHEREAS**, the City has contracted the services of Hazen and Sawyer, P.E. to function as Program Manager, and act as the City's agent with regard to all aspects of this scope of services, including to serve as the focal point of contact with the selected firm; and

**WHEREAS**, the successful firm will be tasked with the following duties and responsibilities: Task 2—Design Services; Task 3—Bid and Award Services; Task 4—Construction Management Services; Task 6 Reimbursables and

**WHEREAS**, the procedure for the response and evaluation and selection are fully described in the RFQ; and

**WHEREAS**, the Administration recommends the issuance of RFQ No. 41-03/04.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, that the Mayor and City Commission of Miami Beach, Florida, authorize the issuance of Request For Qualifications No. 41-03/04 for engineering, and landscape architecture for design, bid, award and construction management services for the North Shore Right Of Way Infrastructure Improvement Project.

**PASSED, ADOPTED AND APPROVED this September 8, 2004**


**ATTEST:**

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

F:\CAPI\Sal\chartrand\Streetscape\North Shore RFQ reso.doc

**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

  
\_\_\_\_\_  
City Attorney      8/31/04  
Date



# **North Shore Right of Way Improvement Project**

## **RFQ information**

### **PURPOSE**

To provide for the restoration and enhancement of an urban (residential and commercial) neighborhood's hardscape, including roadway, sidewalk, curb and gutter, landscape, streetscape irrigation, lighting, and potable water distribution system enhancements.

### **SECTION I—INTRODUCTION / BACKGROUND**

The City of Miami Beach has implemented various programs to improve the quality of life of residents in the City's 13 neighborhoods via 24 capital improvement projects. The Capital Improvement Planned Progress Initiative is funded by Series 2000 Water and Sewer Revenue Bonds, Series 2000 Stormwater Revenue Bonds, 1999 General Obligation Bonds and, where geographically permissible, by Section 108 Funds. The North Shore Project will be implemented using the Capital Improvement Projects Office standard Planned Progress Initiative model for Right of Way projects and will be funded by General Obligation, Water and Section 108 Funds. The purpose of Planned Progress Initiative model is to facilitate community involvement and information as well as to coordinate construction citywide. The model is outlined in Section II: Planned Progress Initiative Tasks 1 through Task 6.

### **SECTION II - SCOPE OF SERVICES:**

#### **A. Narrative**

The purpose of the North Shore ROW Infrastructure Project is to provide for the restoration and enhancement of streetscapes and infrastructure, consistent with existing available master plans, qualified decisions of applicable City Departments and community preferences. The proposed project will include potable water distribution system upgrades, streetscape work with restoration and enhancement of the neighborhood's hardscape, landscape, streetscape irrigation and lighting, as practicable within specified budget parameters. At this point, sanitary sewer and stormwater upgrades are not anticipated as part of the Project.

Previously, another Consultant performed a variety of forensic and community planning tasks culminating in the creation of the North Shore Basis of Design Report (BODR), which was approved by the City of Miami Beach Commission on July 30, 2003. This BODR serves as the definitive Master Plan for the proposed ROW improvements to be designed, bid, awarded and constructed under the scope of this RFQ. A copy of this BODR available on the ROW Program website at: [www.cmbprojects.com](http://www.cmbprojects.com). Respondents are encouraged to review the contents of this document when preparing their submittals to the City.

Improvements include restoration and enhancement to the function and aesthetics of the following:

- Repair or replacement of existing water mains to meet City Water Master Plan recommendations
- Street resurfacing and new pavement markings along certain corridors
- Swale restoration, and/or curb and gutter restoration or upgrades
- Repair, extension, or widening of sidewalks and crossing ramps to provide continuous, ADA-Title III compatible separated pedestrian ways

- Installation of new pedestrian-scale street lighting and/or upgrade of existing lighting to correct deficiencies within specific corridors where funding is sufficient
- Providing enhanced landscaping, development of additional areas for planting opportunities, and new / enhanced irrigation to support such plantings within the street right-of-way, as consistent with the approved BODR
- Physical and/or operational improvements to local streets for the purposes of beautification, traffic calming and increasing alternative transportation routes including pedestrian and non-motorized vehicles.

The work effort will require that all aboveground improvements will be coordinated with existing and proposed aboveground and below underground infrastructure improvements, which may include the following tasks:

- Repair or replacement of water mains
- Limited coordination with other entities, including but not limited to, Florida Power and Light Company, BellSouth, Charter Communications and their vendors.
- Coordination with Private Developments that are required to implement City approved Right of Way improvements in accordance with Development Orders

Underground water, sewer and drainage infrastructure improvements for the ROW Program are generally identified in: the City of Miami Beach Comprehensive Stormwater Management Program Master Plan, (March 1997), the City of Miami Beach Water System Master Plan, (November, 1994), and the Citywide Sanitary Sewer Infiltration and Inflow Mitigation Program, and in subsequent amendments to the plans and decisions of the City's Public Works Department. As the North Shore neighborhood was not deemed a priority drainage basin in the Master Plan, only targeted improvements, necessitated by proposed above ground hardscape enhancements will be generally required. In addition, the work shall include surveying and obtaining permits from all governmental agencies having jurisdiction in Miami Beach.

Note that the City has contracted the services of Hazen and Sawyer, P.C. to function as the Program Manager and act as the City's agent with regard to all aspects of this scope of services. Hence, the Program Manager shall serve as the focal point of contact with the selected firm. The City will retain contractual agreement responsibilities with the selected firm.

## **B. Planned Progress Initiative Tasks 1-6**

The successful firm will be tasked with the following duties and responsibilities:

- Task 1 – Planning Services (Not in Scope – Previously Completed)
- Task 2 – Design Services
- Task 3 – Bid and Award Services
- Task 4 – Construction Management Services
- Task 5 – Additional Services
- Task 6 – Reimbursable Services

The requirements for each of these Tasks are noted below:

**Task 1 – Planning Services:** A final Basis of Design Report has been prepared summarizing the accepted design concept, budget level cost estimate, schedule and other issues deemed

important to the implementation of the project. The final Basis of Design Report was presented to the City Commission and approved on July 30, 2003.

**Task 2 – Design Services:** The purpose of this Task is to establish requirements for the preparation of contract documents for the Project. Note that the selected firm will be required to perform a variety of forensic tasks to verify, to the extent practicable, existing conditions and the accuracy of base maps to be used for development of the contract drawings. These tasks include, but may not be limited to, surveying, utility verification, and listing encroachments in the Right of Way using formats established for the City's Right of Way Infrastructure Improvement Program. In addition, the selected firm will follow City standards for the preparation of contract documents, inclusive of drawings, specifications and front-end documents and cost estimates.

Presentation formats for Review Submittal will be prepared at the 30%, 60%, 90% and 100% design completion stages. Contract documents will be subject to constructability and value engineering reviews to be performed by others. The selected firm shall work with the City to adjust / revise project scope as may be deemed necessary to meet established budgets as the design evolves from earlier to latter stages of completion.

In addition, the selected firm will attend and participate in community design review meetings to review the design progress and concept at different progress levels during the design. The selected firm will also be responsible for reviewing and receiving approvals of its contract documents from all jurisdictional permitting agencies and boards prior to finalization. To facilitate the implementation of a Public Information Program, the selected firm will provide electronic files of all project documents, as directed by the City. City in-house Departments shall be required to respond, in writing, to all review comments. Presentation formats will be as directed by the City.

Note that the selected firm shall establish and maintain an in house Quality Assurance / Quality Control (QA/QC) program designed to verify and ensure the quality, clarity, completeness, constructability and bid potential of its contract documents.

**Task 3 – Bid and Award Services:** The selected firm shall assist City in bidding and award of the contract. Such assistance shall include facilitating reviews of its contract documents with applicable Procurement, Risk Management and Legal Department representatives. In addition, the selected firm shall furnish camera ready contract documents for reproduction and distribution by the City, attend pre-bid conferences, assist with the preparation of necessary addenda, attend the bid opening and assist with the bid evaluation and recommendation of award to the City. The selected firm shall provide "As-Bid" documents for use during construction.

**Task 4 – Construction Management Services:** The selected firm shall perform a variety of tasks associated with the administration of the construction contract and construction management of the project. These shall include attendance at the pre-construction conference, attendance at weekly construction meetings, responding to Contractor requests for information / clarification, responding and evaluating Contractor requests for change orders / contract amendments, review of shop drawings, review of record drawings, review and processing of contractor applications for payment, specialty site visits, project closeout reviews including substantial and final punch list development and project certification. The City / Program Manager will provide day-to-day construction administration and observation service duties.

**Task 5 – Additional Services:** No additional services are envisioned at this time. However, if such services are required during the performance of the Work, they will be requested by the City and negotiated in accordance with contract requirements.

**Task 6 – Reimbursable Services:** The City may reimburse additional expenses such as reproduction costs, survey, geotechnical work and underground utility verification costs.

### **Section III—QUALIFICATION STATEMENT**

It is anticipated that a Firm whose specialty and primary business is in the practice of civil engineering will head the selected Project Design Team, which should also include an urban designer/planner and a landscape architect as subconsultants, all with extensive experience in design, upgrade and urban retrofitting experience, including environments with new streetscape, drainage and, water/sewer, and utility improvements. Interested teams must demonstrate streetscape and utility design and construction administration expertise, based on the successful completion of a number of projects of similar substantial size and complexity for other governmental and/or private entities. Teams with extensive experience and capability are invited to submit details of their qualifications and experience.

The Lead Firm for the Project Team shall address the following items:

#### **Item 1. Team Experience:**

- Indicate the team's number of years of experience in providing the requested professional services;
- List all projects undertaken in the past five (5) years, describe the scope of each project in physical terms and by cost, describe the respondent's responsibilities, and provide the name and contact telephone number of an individual in a position of responsibility who can attest to respondent's activities in relation to the project;
- Provide the name(s) of the person, or person within your organization who was most actively concerned with managing each project.
- List and describe all legal claims against any member of the team alleging errors and/or omissions, or any breach of professional ethics, including those settled out of court, during in the past five (5) years.

**Item 2. Project Manager's Experience:** Provide a comprehensive summary of the experience and qualifications of the individual(s) who are proposed will be selected to serve as the Project Manager(s) for the Project Team. These individuals must have a minimum of (10) ten years' experience in the design and construction of streetscape and utility facilities, and should have served as planning / design / construction manager(s) on other urban streetscape, drainage, and water/sewer improvement projects on a minimum of three previous projects of similar complexity and magnitude.

**Item 3. Previous Similar Projects:** Provide a listing of a minimum of ten (10) similar projects including:

- Client name, address, phone number
- Consultant (Architect or Engineer) name, address, phone number
- Description of the scope of work
- Month and Year the project was started and completed
- Total cost and/or fees paid to your firm
- Total cost of construction, estimated and actual
- Role of the firm and the responsibilities

**Item 4. Qualification of Project Team:** Provide a list of the personnel / subconsultants to be used on this project and their qualifications. A resume of each individual, including education, experience, and any other pertinent information shall be included for each team member including any subcontractors, to be assigned to this project.

**Item 5. Project Approach:** Provide a detailed discussion on the Project Team approach to the required services. Information should include:

- Organizational structure of project team
- Project specific approach to this neighborhood.
- Narrative description of how project team's experience specifically relates to the proposed neighborhood project.
- Narrative description of team's understanding of the design document approval process for streetscape and watermain improvements as it relates to the City of Miami Beach and Miami-Dade County

#### **SECTION IV – EVALUATION /SELECTION PROCESS; CRITERIA FOR EVALUATION**

The procedure for response evaluation and selection is as follows:

1. Request for Qualifications issued.
2. Receipt of responses.
3. Opening and listing of all responses received.
4. An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each response in accordance with the requirements of this RFQ. If further information is desired, respondents may be requested to make additional written submissions or oral presentations to the Evaluation Committee.
5. The Evaluation Committee will recommend to the City Manager the response(s) which the Evaluation Committee deems to be in the best interest of the City.
6. The City may request, accept, and consider proposals for the compensation to be paid under the contract only during competitive negotiations.
7. After considering the recommendation(s) of the Evaluation Committee, the City Manager shall recommend to the City Commission the response or responses acceptance of which the City Manager deems to be in the best interest of the City.
8. The City Commission shall consider the City Manager's recommendation(s) in light of the recommendation(s) and evaluation of the Evaluation Committee and, if appropriate, approve the City Manager's recommendation(s). The City Commission may reject City Manager's recommendation(s) and select another response or responses. In any case, City Commission shall select the response or responses of which the City Commission deems to be in the best interest of the City. The City Commission may also reject all proposals.
9. Negotiations between the selected respondent and the City Manager will take place to arrive at a contract. If the City Commission has so directed, the City Manager may proceed to negotiate a contract with a respondent other than the top ranked respondent if the negotiations with the top ranked respondent fail to produce a mutually acceptable contract within a reasonable period of time.
10. A proposed contract or contracts shall be presented to the City Commission for approval,

modification and approval, or rejection.

11. If and when a contract or contracts acceptable to the respective parties is approved by the City Commission, the Mayor and City Clerk shall sign the contract(s) after the selected respondent(s) has (or have) done so.

| <b>Selection Criteria</b>   | <b>Possible Points</b> |
|---|------------------------|
| Firm's Qualifications and Experience with renovating existing, urban Right of Ways (ROWs) including coordinating drainage, water, and streetscape work;   | 20                     |
| Project Manager's Experience renovating existing urban Right of Ways, community presentations, and urban planning;  | 20                     |
| References Provided by Prior Project Owners   | 15                     |
| Experience and Qualifications of the Project Team with renovating existing, urban Right of Ways (ROWs) coordinating drainage, water, and streetscape work | 20                     |
| Methodology, Approach and Understanding of Tasks 1-6  | 15                     |
| Volume of work previously awarded to each firm by the agency, with the object; of effecting an equitable distribution of contracts among qualified firms  | 10                     |
| <b>Possible points</b>  | <b>100</b>             |

**Important Note:**

By submitting a response, all respondents shall be deemed to understand and agree that no property interest or legal right of any kind shall be created at any point during the aforesaid evaluation/selection process until and unless a contract has been agreed to and signed by both parties.

**Section V - BUDGET:**

|                                  |                     |
|----------------------------------|---------------------|
| ENGINEERING / MANAGEMENT COSTS   | \$ 1,400,000        |
| CONSTRUCTION BUDGET              |                     |
| • Streetscape:                   | \$ 3,060,000        |
| • Section 108 Funding            | \$ 830,000          |
| • Water Improvements:            | <u>\$ 3,160,000</u> |
| • Estimated Construction Budget: | \$ 7,050,000        |
| • Construction Contingency       | <u>\$ 780,000</u>   |
| • Subtotal                       | \$ 7,830,000        |
| <b>TOTAL PROJECT BUDGET:</b>     | <b>\$9,230,000</b>  |

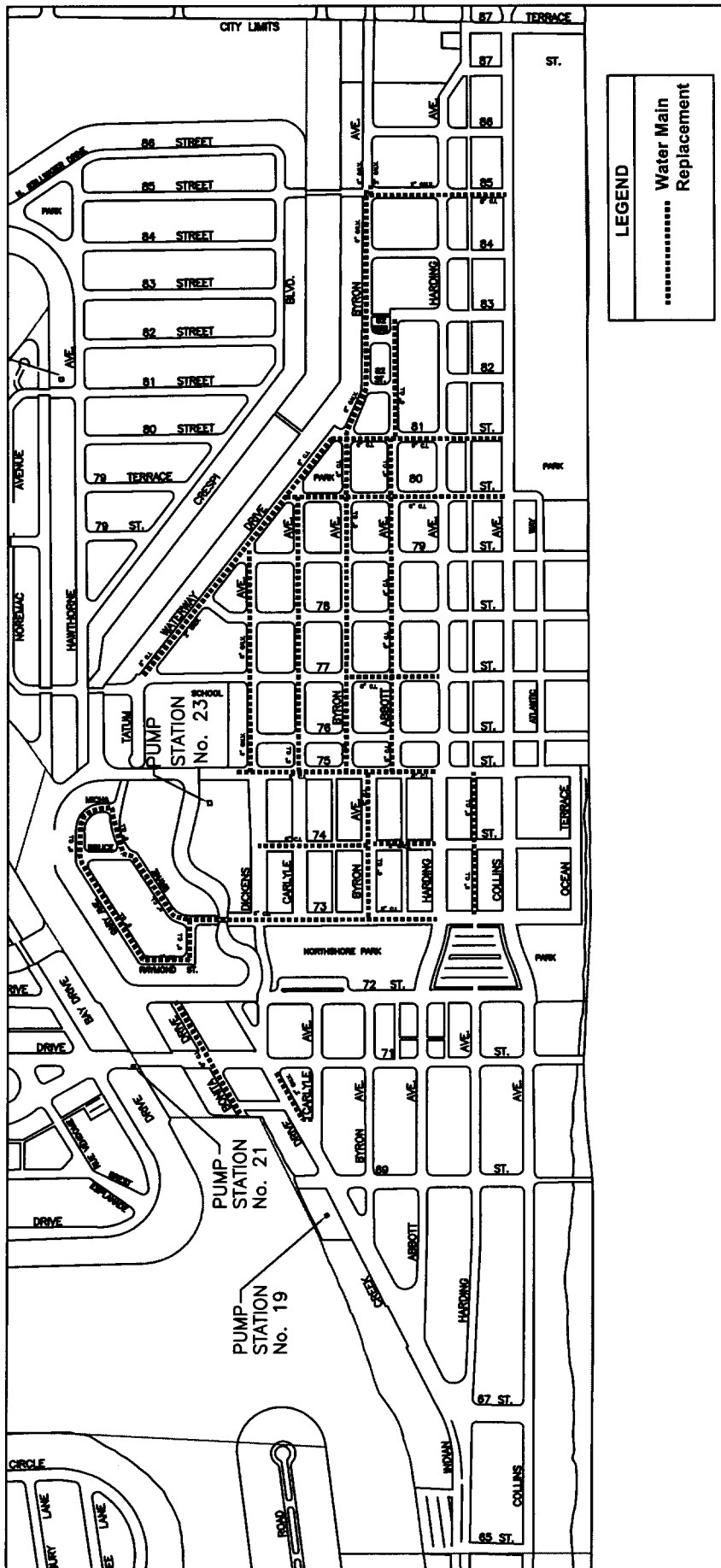


Exhibit A-1: WATER MAIN REPLACEMENTS

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CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY



**Condensed Title:**

A Resolution authorizing a Mutual Aid Agreement between the City of Miami Beach and the City of Coral Gables that will allow for the sharing of law enforcement resources and the rendering of assistance both during routine and intensive law enforcement situations.

**Issue:**

Shall the City of Miami Beach execute a Mutual Aid Agreement with the City of Coral Gables that will allow for the sharing of law enforcement resources and the rendering of assistance during both routine and intensive law enforcement situations?

**Item Summary/Recommendation:**

The Administration recommends the adoption of this resolution that will allow for the sharing of law enforcement resources and the rendering of assistance both during routine and intensive law enforcement situations. The City of Miami Beach and the City of Coral Gables, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and manmade conditions which are or are likely to be beyond the control, personnel, equipment or facilities of the Miami Beach Police Department or the City of Coral Gables Police Department believe that it is beneficial for each to participate in a Mutual Aid Agreement as authorized by Chapter 23, Florida Statutes.

**Advisory Board Recommendation:**

N/A

**Financial Information:**

| Source of Funds:                               |       | Amount | Account | Approved |
|--|-------|--------|---------|----------|
| <div><div></div><div>Finance Dept.</div></div> | 1     |        |         |          |
|  | 2     |        |         |          |
|  | 3     |        |         |          |
|  | 4     |        |         |          |
|  | Total |        |         |          |

**City Clerk's Office Legislative Tracking:**

|  |
|--|
|  |
|--|

**Sign-Offs:**

| Department Director | Assistant City Manager | City Manager |
|---------------------|------------------------|--------------|
|                     |                        |              |

AGENDA ITEM C76  
DATE 9-8-04

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** September 8, 2004

**From:** Jorge M. Gonzalez  
City Manager

**Subject:** **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA AUTHORIZING THE MAYOR, AND THE CITY CLERK TO EXECUTE A MUTUAL AID AGREEMENT WITH THE CITY OF CORAL GABLES, FLORIDA, FOR THE PURPOSE OF COORDINATING LAW ENFORCEMENT PLANNING, OPERATIONS, AND MUTUAL AID BENEFIT BETWEEN THE CITY OF MIAMI BEACH AND THE CITY OF CORAL GABLES.**

### ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

### ANALYSIS

The City of Miami Beach and the City of Coral Gables support the participation in a Mutual Aid Agreement as authorized by Chapter 23, Florida Statutes due to law enforcement problems and other natural/manmade conditions extending beyond available resources to either City individually.

The Mutual Aid Agreement will allow for the sharing of law enforcement resources and the rendering of assistance both during routine and intensive law enforcement situations.

This Agreement will take effect when it is signed and will expire on January 1, 2009.

### CONCLUSION

It is recommended that the Mayor and City Commission adopt this Resolution and authorize the signing of the Mutual Aid Agreement that will allow for the sharing of law enforcement resources.

JMG\DWDT\r

**CITY OF CORAL GABLES**


**OFFICE OF THE CITY ATTORNEY**

**- MEMORANDUM -**

**TO: DAVID BROWN  
CITY MANAGER  
WALTER FOEMAN  
CITY CLERK**

**DATE: August 25, 2004**

**FROM:**

  
\_\_\_\_\_  
**Elizabeth M. Hernandez  
City Attorney**

**SUBJECT:**

**MUTUAL AID AGREEMENTS -  
MICCOSUKEE TRIBE OF INDIANS  
OF FLORIDA, CITY OF MIAMI  
BEACH, MIAMI-DADE COUNTY  
SCHOOL BOARD POLICE  
DEPARTMENT**

---

Attached, please find the above-referenced agreements to be signed. Please execute all on behalf of the City and return to this office as soon as possible.

Please do not hesitate to contact our office if you have any questions or concerns.

EMH/agl

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA AUTHORIZING THE CITY MANAGER, CHIEF OF POLICE AND CITY CLERK TO EXECUTE A MUTUAL AID AGREEMENT WITH THE CITY OF CORAL GABLES, FLORIDA, FOR THE PURPOSE OF COORDINATING LAW ENFORCEMENT PLANNING, OPERATIONS, AND MUTUAL AID BENEFIT BETWEEN THE CITY OF MIAMI BEACH AND THE CITY OF CORAL GABLES.**

**WHEREAS**, it is the responsibility of the respective governments of the City of Miami Beach and the City of Coral Gables, Florida to ensure the public safety of their citizens by providing adequate levels of police service to address any foreseeable routine or emergency situation; and

**WHEREAS**, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of services, personnel, equipment, or facilities of the City of Miami Beach Police Department or the City of Coral Gables Police Department; and

**WHEREAS**, in order to ensure the preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the City of Miami Beach and the City of Coral Gables; and

**WHEREAS**, the City of Miami Beach and the City of Coral Gables have the authority under Chapter 23, Florida Statutes, a Florida Mutual Aid Act, to enter into the attached Mutual Aid Agreement.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, that the Mayor, or his designee, and City Clerk are authorized to execute the attached Mutual Aid Agreement with the City of Coral Gables, Florida, for the purpose of coordinating law enforcement planning, operations, and mutual aid benefits between the City of Miami Beach and the City of Coral Gables.

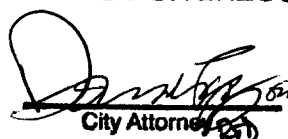
**PASSED and ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

 7/1/04  
\_\_\_\_\_  
City Attorney Date

**VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE**  
**MUTUAL AID AGREEMENT**  
**WITNESSETH**

Whereas, the subscribing law enforcement agencies are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

- (1) Continuing, multi-jurisdiction law enforcement problems, so as to protect the public peace and safety, and preserve the lives and property of the people; and
- (2) Intensive situations including but not limited to emergencies as defined under Section 252.34, F.S. or joint provision of certain law enforcement services specified herein and allowed pursuant to F.S. 166.0495; and,

Whereas, the Coral Gables Police Department and the City of Miami Beach Police Department have the authority under Section 23.12, F.S., et seq., The Florida Mutual Aid Act, to enter into a combined mutual aid agreement for law enforcement service which:

- (1) Permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines as allowed under F.S. 166.0495;
- (2) Provides for rendering of assistance in a law enforcement emergency as defined in Section 252.34, F.S.

Now, therefore, the parties agree as follows:

**SECTION I: PROVISIONS FOR VOLUNTARY COOPERATION**

Each of the aforesaid law enforcement agencies hereby approve and enter into this agreement whereby each of the agencies may request and render law enforcement assistance to the other in dealing with any violations of Florida statutes to include, but not necessarily be limited to, investigating sex offenses, robberies, assaults, batteries, burglaries, larcenies, gambling, motor vehicle thefts, drug violations pursuant to Chapter 893, FSS, routine traffic offenses, backup services during patrol activities, school resource officers on official duty out of their jurisdiction, and inter-agency task forces and/or joint investigation.

**SECTION II: PROVISIONS FOR OPERATIONAL ASSISTANCE**

The aforesaid law enforcement agencies hereby approve and enter into this agreement whereby each of the agencies may request and render law enforcement assistance to the other to include, but not necessarily be limited to dealing with, the following:

1. Joint multi-jurisdictional criminal investigations
2. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes, and strikes.
3. Any natural disaster.
4. Incidents which require rescue operations and crowd and traffic control measures including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.
5. Terrorist activities including, but not limited to, acts of sabotage.
6. Escapes from, or disturbances within, prisoner processing facilities.
7. Hostage and barricaded subject situations, and aircraft piracy.
8. Control of major crime scenes, area searches, perimeter control, back-ups to emergency and in-progress calls, pursuits, and missing person calls.
9. Enemy attack.
10. Transportation of evidence requiring security.
11. Major events, e.g., sporting events, concerts, parades, fairs, festivals, and conventions.
12. Security and escort duties for dignitaries.
13. Incidents requiring utilization of specialized units; e.g., underwater recovery, aircraft, canine, motorcycle, bomb, crime scene and police information.
14. Emergency situations in which one agency cannot perform its functional objective.
15. Joint training in areas of mutual need.
16. Joint multi-jurisdictional marine interdiction operations.

FURTHER, in recognition of the need to enhance and expedite traffic control activities, traffic accident investigation, and the enforcement of the traffic laws, the following declarations are agreed upon:

That each jurisdiction extends to the other the right to participate in all operational assistance programs described above.

The following procedures will apply in mutual aid operations:

1. Mutual aid requested or rendered will be approved by the Chief of Police, or designee.
2. Specific reporting instructions for personnel rendering mutual aid will be included in the request for mutual aid. In the absence of such instructions, personnel will report to the ranking on-duty supervisor on the scene.
3. Communications instructions will be included in each request for mutual aid and the Coral Gables Police Department and the City of Miami Beach Police Department communications centers will maintain radio contact with each other until the mutual aid situation has ended.
4. Incidents requiring mass processing of arrestees, transporting prisoners, and operating temporary detention facilities will be handled per established procedures of the requesting agency, or directors involved.

### **SECTION III: PROCEDURE FOR REQUESTING ASSISTANCE**

In the event that a party to this agreement is in need of assistance as set forth above, The Chief of Police, or designee, shall notify the agency, director or his/her designee from whom such assistance is requested. The director or authorized agency representative whose assistance is sought shall evaluate the situation and the agency's available resources, consult with his/her supervisors if necessary and will respond in a manner he/she deems appropriate.

The director in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in his/her jurisdiction, for how long such assistance is authorized and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates.

Should a sworn law enforcement officer be in another subscribed agency's jurisdiction for matters of a routine nature, such as traveling through the area on routine business, attending a meeting or going to or from work, and a violation of Florida statutes occurs in the presence of said party, representing his/her respective agency, he/she shall be empowered to render enforcement assistance and act in accordance with law. Should enforcement action be taken, said party shall notify the agency having normal jurisdiction and upon the latter's arrival, turn the situation over to them and offer any assistance requested including but not limited to a follow-up written report documenting the event and the actions taken. This provision so prescribed in this paragraph is not intended to grant general authority to conduct investigations, serve warrants, and/or subpoenas or to respond without request to emergencies already being addressed by the agency of normal jurisdiction, but is intended to address critical,

life-threatening or public safety situations, prevent bodily injury to citizens, or secure apprehension of criminals whom the law enforcement officer may encounter.

#### **SECTION IV: COMMAND AND SUPERVISORY RESPONSIBILITY**

The personnel and equipment that are assigned by the assisting director shall be under the immediate command of a supervising officer designated by the assisting director. Such supervising officer shall be under the direct supervision and command of the director or his/her designee of the agency requesting assistance.

**CONFLICTS:** Whenever an officer is rendering assistance pursuant to this agreement, the officer shall abide by and be subject to the rules and regulations, personnel policies, general orders, and standard operating procedures of his/her own employer. If any such rule, regulation, personnel policy general order or standard operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, policy, general order or procedure shall control and shall supersede the direct order.

**HANDLING COMPLAINTS:** Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this agreement, the director or his/her designee of the requesting agency shall be responsible for the documentation of said complaint to ascertain at a minimum:

1. The identity of the complainant.
2. An address where the complaining party can be contacted.
3. The specific allegation
4. The identity of the employees accused without regard as to agency affiliation.

If it is determined that the accused is an employee of the assisting agency, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

#### **SECTION V: LIABILITY**

Each party engaging in any mutual cooperation and assistance, pursuant to this agreement, agrees to assume responsibility for the acts, omissions or conduct of such party's own employees while engaged in rendering such aid pursuant to this



agreement, subject to the provisions of Section 768.28., Florida Statutes, where applicable.

## **SECTION VI: POWERS, PRIVILEGES, IMMUNITIES AND COSTS**

- a. Employees of the Coral Gables Police Department and the City of Miami Beach Police Department, when actually engaging in mutual cooperation and assistance outside of their normal jurisdictional limits but inside this State, under the terms of this Agreement, shall pursuant to the provisions of Section 23.127(1), FSS have the same powers, duties, rights, privileges and immunities as if the employee was performing duties inside the employee's political subdivision in which normally employed.
- b. Each party agrees to furnish necessary personnel equipment, resources and facilities and to render services to each other party to the agreement as set forth above; provided however, that no party shall be required to deplete unreasonably its own personnel, equipment, resources, facilities, and services in furnishing such mutual aid.
- c. A political subdivision that furnishes equipment pursuant to this agreement must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.
- d. The agency furnishing assistance and pursuant to this agreement shall compensate its appointees/employees during the time such aid is rendered and shall defray the actual travel and maintenance expenses of its employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid.
- e. The privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, worker's compensation, salary, death and other benefits that apply to the activity of an employee of an agency when performing the employee's duties within the territorial limits of the employee's agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties extraterritorially under the provisions of this mutual aid agreement. The provisions of this section shall apply with equal effect to paid, volunteer, and reserve employees.

- f. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.

## SECTION VII: INSURANCE

Each party shall provide satisfactory proof of liability insurance by one or more of the means specified in Section 768.28 (14), Florida Statutes, in an amount which is, in the judgment of the governing body of that party, at least adequate to cover the risk to which that party may be exposed. Should the insurance coverage, however provided, of any party be canceled or undergo material change, that party shall notify all parties to this agreement of such change within ten (10) days of receipt of notice or actual knowledge of such change.


## SECTION VIII: EFFECTIVE DATE

This agreement shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force and effect until January 1, 2009. Under no circumstances may this agreement be renewed, amended, or extended except in writing.

## SECTION IX: CANCELLATION

Any party may cancel its participation in this agreement upon delivery of written notice to the other party or parties. Cancellation will be at the direction of any subscribing party.

In witness whereof, the parties hereto cause to these presents to be signed on the date specified.

  
\_\_\_\_\_  
David L. Brown  
City Manager  
City of Coral Gables  
Date 8-25-04

\_\_\_\_\_  
Jorge M. Gonzalez  
City Manager  
City of Miami Beach  
Date \_\_\_\_\_

ATTEST



Walter Foeman

City Clerk

City of Coral Gables

Date 8-25-04



Michael L. Hammerschmidt

Chief of Police

City of Coral Gables

Date 8-25-04

ATTEST

Robert Parcher

City Clerk

City of Miami Beach

Date \_\_\_\_\_




Donald W. DeLuca

Chief of Police

City of Miami Beach

Date 8-27-04

APPROVED AS TO FORM  
AND CORRECTNESS:



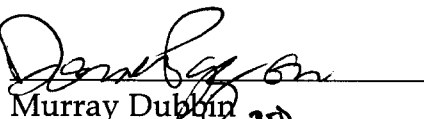
Elizabeth M. Hernandez

City Attorney

City of Coral Gables

Date 8-25-04

APPROVED AS TO FORM  
AND CORRECTNESS:



Murray Dubbin

City Attorney

City of Miami Beach

Date 9/1/04

**CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY**

**Condensed Title:**

A Resolution accepting the recommendation of the Neighborhood/Community Affairs Committee regarding the placement of a commemorative plaque in the Victory Garden, honoring the late Joseph J. Villari and setting a Public Hearing on October 13, 2004, to consider placement of said plaque, in accordance with Section 82-504 of the City Code.

**Issue:**

Should the Mayor and City Commission adopt the attached Resolution which authorizes and sets the public hearing to consider placement of a plaque in honor of Joseph J. Villari?

**Item Summary/Recommendation:**

Joseph Villari, a long-time Miami Beach resident and community activist, passed away on May 4, 2004, due to complications resulting from a traffic accident. On account of his extensive involvement in addressing quality-of-life issues affecting the South Pointe neighborhood, for his years of service on the South Pointe Advisory Board and recent appointment to the Marine Authority, the Administration recommends placing a commemorative plaque in his honor. Since Joseph Villari was a World War II veteran, the Administration recommends placing the plaque in the Victory Garden.


Pursuant to established City guidelines for the location and design of plaques and historic markers, the proposed plaque shall be of bronze construction, measuring 10" X 14" with raised ribbon or engraved letters. The Administration has been working with Morris Sunshine to draft appropriate dedication language for the plaque, which was modified and approved by the Neighborhood/Community Affairs Committee on Monday, July 26, 2004.

As envisioned, the plaque will be affixed to a waist-high block pedestal, to be placed in a conspicuous location in the park. Pursuant to Section 82-504 of the City's Code, upon approval and recommendation by the Neighborhood/Community Affairs Committee, the City Commission shall call for a public hearing regarding the placement of the memorial. At the close of the hearing, the City Commission may approve the proposed memorial and refer it to the Art in Public Places Committee to recommend a suitable location in the park. A public hearing should be called before the Mayor and Commission on Wednesday, October 13, 2004, and the City Clerk should publish appropriate Public Notice at least 10 days prior to said Public Hearing in a newspaper of general circulation in the City of Miami Beach, at which time and place all interested parties will be heard.

**Advisory Board Recommendation:**

Neighborhoods/Community Affairs Committee – July 26, 2004 – Approval

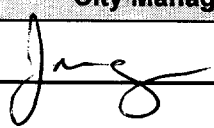
**Financial Information:**

| Source of Funds:<br><br><br>Finance Dept. |       | Amount | Account | Approved |
|--|-------|--------|---------|----------|
|  | 1     |        |         |          |
|  | 2     |        |         |          |
|  | 3     |        |         |          |
|  | 4     |        |         |          |
|  | Total |        |         |          |

**City Clerk's Office Legislative Tracking:**

Christina M. Cuervo/Kent O. Bonde

**Sign-Offs:**

| Department Director | Assistant City Manager | City Manager  |
|---------------------|------------------------|---|
|                     |                        |  |

T:\AGENDA\2004\Sep0804\Consent\Villari\_SUM.DOC

AGENDA ITEM C7H

DATE 9-8-04

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.ci.miami-beach.fl.us



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** September 8, 2004

**From:** Jorge M. Gonzalez  
City Manager

**Subject: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE NEIGHBORHOOD/COMMUNITY AFFAIRS COMMITTEE REGARDING THE PLACEMENT OF A COMMEMORATIVE PLAQUE IN THE VICTORY GARDEN, HONORING THE LATE JOSEPH J. VILLARI; AND SETTING A PUBLIC HEARING TO CONSIDER THE PLACEMENT OF SAID PLAQUE, IN ACCORDANCE WITH SECTION 82-504 OF THE CITY CODE**

### **ADMINISTRATION RECOMMENDATION**

Adopt the Resolution.

### **BACKGROUND**

Joseph Villari, a long-time Miami Beach resident and community activist, passed away on May 4, 2004, due to complications resulting from a traffic accident. On account of his extensive involvement in addressing quality-of-life issues affecting the South Pointe neighborhood, for his years of service on the South Pointe Advisory Board and recent appointment to the Marine Authority, the Administration recommends placing a commemorative plaque in his honor. Since Joseph Villari was a World War II veteran, the Administration recommends placing the plaque in the Victory Garden.

### **ANALYSIS**

Pursuant to established City guidelines for the location and design of plaques and historic markers, the proposed plaque shall be of bronze construction, measuring 10" X 14" with raised ribbon or engraved letters. The Administration has been working with Morris Sunshine to draft appropriate dedication language for the plaque, which was modified and approved by the Neighborhood/Community Affairs Committee on Monday, July 26, 2004. The proposed language reads:

"The Mayor and City Commission of the City of Miami Beach, hereby remember Joseph J. Villari (1923 - 2004), a World War II veteran, who dedicated himself to making South Pointe a safer and better place and who worked hard to establish a Victory Garden here."

As envisioned, the plaque will be affixed to a waist-high block pedestal, to be placed in a conspicuous location in the park.

Pursuant to Section 82-504 of the City's Code, upon approval and recommendation by the Neighborhood/Community Affairs Committee, the City Commission shall call for a public hearing regarding the placement of the memorial. At the close of the hearing, the City Commission may approve the proposed memorial and refer it to the Art in Public Places Committee to recommend a suitable location in the park.

### **Conclusion**

A public hearing should be called before the Mayor and Commission on Wednesday, October 13, 2004, and the City Clerk should publish appropriate Public Notice at least 10 days prior to said Public Hearing in a newspaper of general circulation in the City of Miami Beach, at which time and place all interested parties will be heard.

JMG/CMC/kob

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## **RESOLUTION TO BE SUBMITTED**

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**CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY**



**Condensed Title:**

A Resolution setting a public hearing on the proposed uses of the Local Law Enforcement Block Grant Funds and authorizing the retroactive submittal of a grant application for said funds.

**Issue:**

The Mayor and City Commission is being asked to retroactively approve the application and proposed uses of the local law enforcement block grant funds. Under this program, the City is seeking funds to enhance the Police Department's mission. The grant funds will be used to fund special overtime projects, traditional law enforcement equipment and un-met technology needs. Approximately \$74,294 will be used for "traditional" police equipment, and the remaining \$40,000 for enhancing the use of technology.

One of the requirements of the Local Law Enforcement Block Grant is that a Public Hearing be held for the purpose of providing an opportunity for members of the public to discuss and/or comment upon the proposed uses of the funds. The Administration proposes that a public hearing be held on October 13, 2004 during the scheduled City Commission meeting.

**Item Summary/Recommendation:**

Adopt the Resolution setting the public hearing and retroactively authorizing the City Manager and or his designee to submit a grant application for said funds.

**Advisory Board Recommendation:**

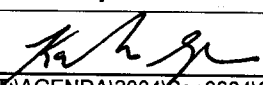
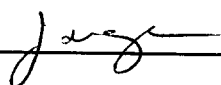
N/A

**Financial Information:**

| Source of Funds:  |              | Amount   | Account                            | Approved |
|---|--------------|----------|------------------------------------|----------|
| <div style="border: 1px solid black; width: 80px; height: 40px; margin: 0 auto;"></div> Finance Dept. | <b>1</b>     | \$11,429 | Law Enforcement Trust Fund (Match) |          |
|   | <b>2</b>     |          |                                    |          |
|   | <b>3</b>     |          |                                    |          |
|   | <b>4</b>     |          |                                    |          |
|   | <b>Total</b> |          |                                    |          |

**City Clerk's Office Legislative Tracking:**

**Sign-Offs:**

| Department Director   | Assistant City Manager | City Manager  |
|---|------------------------|---|
|  |                        |  |

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AGENDA ITEM C7I

DATE 9-8-04

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.ci.miami-beach.fl.us



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** September 8, 2004

**From:** Jorge M. Gonzalez  
City Manager

**Subject:** **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, SETTING A PUBLIC HEARING FOR OCTOBER 13, 2004, ON THE PROPOSED USES OF THE LOCAL LAW ENFORCEMENT BLOCK GRANT FUNDS; FURTHER GRANTING RETROACTIVE APPROVAL FOR THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT A GRANT APPLICATION FOR SAID GRANT; WHILE LEVERAGING APPROPRIATED CITY FUNDS AS NEEDED; WHILE, APPROPRIATING THE GRANT AS APPROVED AND ACCEPTED BY THE CITY AND AUTHORIZING THE MAYOR, CITY MANAGER, AND CITY CLERK TO EXECUTE ALL NECESSARY DOCUMENTS RELATED TO THIS APPLICATION.**

### ADMINISTRATION RECOMMENDATION

Adopt the resolution.

### ANALYSIS

The City of Miami Beach was awarded grant funds from the United States Department of Justice under the "Local Law Enforcement Block Grant" Program for program year 2004. The total estimated funds for this project are \$114,294, of which \$102,865 will be funded by the United States Department of Justice and the City will fund the remaining \$11,429.

The Mayor and City Commission is being asked to retroactively approve the application and proposed uses of the block grant funds.

The Local Law Enforcement Block Grants (LLEBG) Program originated in 1995 when Congress passed the Local Government Law Enforcement Block Grant Act. Its purpose is to make funds available to units of general-purpose local government to reduce crime and improve public safety through the U. S. Department of Justice. By law, these projects must fall within one of seven purpose areas, which have a direct impact upon the reduction and eradication of illegal drugs in Florida.

Under this program, the City is seeking funds to enhance the Police Department's mission. The grant funds will be used to fund traditional law enforcement equipment and un-met

technology needs. Approximately \$74,294 will be used for "traditional" police equipment, and the remaining \$40,000 for enhancing the use of technology.

One of the requirements of the Grant is that a Public Hearing be held for the purpose of providing an opportunity for members of the public to discuss and/or comment upon the proposed uses of the funds. The Public Hearing will be held on October 13, 2004.

This is the ninth year of funding under the Law Enforcement Block Grant Program. The Miami-Dade Criminal Justice Council, the designated Advisory Board for the Local Law Enforcement Block Grant Program, endorsed the proposed use of these funds.

It is recommended that the Mayor and City Commission adopt this Resolution and authorize a public hearing to be held on October 13, 2004, in the Commission Chambers, third floor, 1700 Convention Center Drive, Miami Beach, Florida.

JMG:MDB:ad

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## **RESOLUTION TO BE SUBMITTED**

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**CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY**



**Condensed Title:**

A Resolution Authorizing The City Manager To Apply For And Accept/Support The Following Grant Application.


**Issue:**

Shall the City Apply And Accept/Support The Following Grant?

**Item Summary/Recommendation:**

The Administration Requests Retroactive Approval To Authorize The City Manager Or His Designee To Submit A Grant Application To The Office Of Safe Neighborhood Parks In The Amount Of \$28,710 For Specified/Per Capita Funds For North Shore Open Space Park. The County Intends To Issue The Bonds To Fund This Program In 2005 (Series 2005 Funds). The City Proposes Utilizing These Grant Funds To Provide Pedestal Grills, Picnic Tables And Trash Receptacles At The Park.

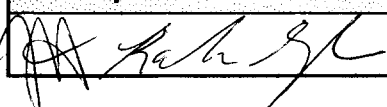
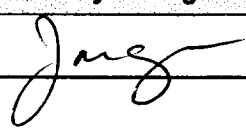
**Financial Information:**

| Source of Matching Funds:   | Grant Name/Project                             | Grant Amount | Match Amount/Source     |
|---|--|--------------|-------------------------|
|  | Miami-Dade County Safe Neighborhood Parks Bond | \$28,710     | N/A – No Match Required |
| Finance Dept.   |  |              |                         |

**City Clerk's Office Legislative Tracking:**

Judy Hoanshelt, Grants Manager, Budget and Performance Improvement

**Sign-Offs:**

| Department Director   | Assistant City Manager | City Manager  |
|---|------------------------|---|
|  |                        |  |

Agenda Item C7J  
Date 9-8-04

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.ci.miami-beach.fl.us



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** September 8, 2004

**From:** Jorge M. Gonzalez  
City Manager

**Subject:** **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, RETROACTIVELY APPROVING AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT A GRANT APPLICATION TO MIAMI-DADE COUNTY'S OFFICE OF SAFE NEIGHBORHOOD PARKS FOR SPECIFIED/PER CAPITA SERIES 2005 FUNDING, IN THE AMOUNT OF \$28,710, FROM THE REMAINING ALLOCATION AVAILABLE TO THE CITY OF MIAMI BEACH FOR THE NORTH SHORE OPEN SPACE PARK PROJECT; WHILE LEVERAGING PREVIOUSLY APPROPRIATED CITY FUNDS AS NEEDED; FURTHER APPROPRIATING THE GRANTS IF APPROVED AND ACCEPTED BY THE CITY AND AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS RELATED TO THESE APPLICATIONS.**

### ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

### ANALYSIS

The Safe Neighborhood Parks Bond Program (SNPB) provides grant funds for land acquisition and/or capital development of public parks. In 1999, the City applied for and was awarded Safe Neighborhood Parks Series 1999 Specified and Per Capita Funding in the total amount of \$2,150,000 for the North Shore Open Park Project. In 1999, the County sold only \$2,121,000 of the original allocation. The issuance cost was 10% or \$21,000 and the City was awarded the remaining \$2,100,000 in funds. The County is now anticipating selling the remainder of the bond funds. The City of Miami Beach has \$29,000 in bond funds remaining. The bond issue cost is 10%, or \$290, resulting in a remaining allocation available to the City of \$28,710 for the North Shore Open Space Park project. The County anticipates selling the bonds in 2005.

The City is in need of furniture, fixtures and equipment for the park, and has therefore requested funding for the following items: 1) vandal-resistant pedestal grills; 2) picnic tables; and 3) trash receptacles. The total cost of these items is \$28,710. No matching funds are required.

The City is responsible for abiding by the guidelines of the administrative rules authorized by the Citizens' Oversight Committee. If the total cost of the project exceeds the value of the grant, the City is responsible for providing the additional funds required to complete the project. The City is responsible for maintaining the equipment at the park after completion of the project.

The City was notified of the deadline for application of these funds on July 28, 2004, after the July City Commission meeting. The deadline for submission of applications was August 23, 2004. As such the Administration submitted the application and is now requesting retroactive approval of the submission.

### **CONCLUSION**

The Administration recommends retroactive approval to submit a grant application to Miami-Dade County's Office of Safe Neighborhood Parks for Specified/Per Capita Series 2005 funding in the amount of \$28,710 from the remaining allocation available to the City of Miami Beach for the North Shore Open Space Park project; while leveraging previously appropriated City funds as needed; further appropriating the grants if approved and accepted by the city and authorizing the execution of all necessary documents related to these applications

JMG/KGB/RCM/KS/JH

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**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, RETROACTIVELY APPROVING AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT A GRANT APPLICATION TO MIAMI-DADE COUNTY OFFICE OF SAFE NEIGHBORHOOD PARKS FOR SPECIFIED/PER CAPITA SERIES 2005 FUNDING, IN THE AMOUNT OF \$28,710, FROM THE REMAINING ALLOCATION AVAILABLE TO THE CITY OF MIAMI BEACH FOR THE NORTH SHORE OPEN SPACE PARK PROJECT**

**WHEREAS**, the citizens of Miami Dade County have authorized the issuance of general obligation bonds for the purpose of financing capital improvement programs for certain parks, beaches, natural areas and recreation facilities (the Bonds); and

**WHEREAS**, to implement and give effect to the Bond program, Miami Dade County, Florida enacted Ordinance No. 96-115, the Safe Neighborhood Parks Ordinance (the "Ordinance"); and

**WHEREAS**, it is necessary and desirable to improve the quality of life, to benefit property values, to promote prevention of juvenile crime by providing positive recreation opportunities, and to improve the recreation facilities for youth, adult, and senior citizens in this community through the improvement of our parks and natural areas; and

**WHEREAS**, in order to foster those important values, the project, more specifically listed in this Resolution, have been identified for reimbursement pursuant to the terms of the Ordinance; and

**WHEREAS**, pursuant to the terms of the Ordinance, the passage of this City Resolution and the acts contemplated by this Resolution are conditions to obtaining a grant; and

**WHEREAS**, the City of Miami Beach wishes to make application for the grant monies for the project listed in this Resolution, subject to all terms and conditions of the Ordinance; and

**WHEREAS**, the City of Miami Beach hereby authorizes the City Manager or his designee to make application for a grant for the projects; and in the amount listed below, and in connection with such application to execute such grant agreement

and other contracts and documents, to expend Safe Neighborhood Parks bond funds received for the purposes described in the funding request, to execute any necessary amendments to the grant application and contracts, and take such other acts as may be necessary to bind the City and accomplish the intent of this Resolution; and

**WHEREAS**, application shall be made for funding for the North Shore Open Space Project, in the amount of \$28,710, which is the remaining amount of bond allocation available to the City (the Project); and

**WHEREAS**, the City of Miami Beach shall complete the Project in accordance with the terms of the grant agreement, the Ordinance, and the administrative rules authorized by the Citizens' Oversight Committee (the "Committee") to implement the Ordinance; and

**WHEREAS**, if the total cost of the Project exceeds the value allocated in the grant, then the City of Miami Beach will provide any supplemental funds required to complete the Project; and

**WHEREAS**, in the event that supplemental funds are necessary for completion of the Project, as of the point in time that it is known that supplemental funds are needed, the City of Miami Beach will demonstrate that such supplemental funds have been committed to the Project prior to and as a condition of disbursement or further disbursement of grant funds; and

**WHEREAS**, the requirement for the City to provide any supplemental funds required to complete the Project may, at the sole discretion of the Committee, be modified in whole or in part by a reduction in scope of work consistent with the Ordinance; and

**WHEREAS**, the City of Miami Beach recognizes and directs that any beach, park, or other public facility acquired, developed, rehabilitated or restored with bond funds, including the Project, shall be open and accessible to the public without discrimination as to race, color, gender, age, religion, belief, residence, natural origin, marital status or disability; and

**WHEREAS**, to the extent allowed by law, the City of Miami Beach shall commit any and all funds which may be required to operate, maintain and provide programming at the Project upon its completion; and

**WHEREAS**, no substitution in capital project funding by the City of Miami Beach shall occur as a result of the grant for which the City of Miami Beach is applying; and

**WHEREAS**, no match is required for this grant; and

**WHEREAS**, the City received notification regarding the deadline of this grant on July 28, 2004, and the deadline for submittal of applications was August 23, 2004; therefore, the Administration has submitted the application and seeks retroactive approval from the City Commission to apply for these funds.

**NOW, THEREFORE, BE IT DULY RESOLVED THAT THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH** that the Mayor and City Commission hereby retroactively approve and authorize the City Manager or his designee to submit a grant to the Safe Neighborhood Parks Bond Program Specified/Per Capita Funds for Series 2005 Funding From The Remaining Allocation Available To The City Of Miami Beach for the North Shore Open Space Park Project also leveraging previously appropriated City funds as needed; further appropriating the grants if approved and accepted by the City and authorizing the execution of all necessary documents related to these applications.

**PASSED and ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2004

**ATTEST:**

\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
**CITY CLERK**

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**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

  
City Attorney  Date 

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**CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY**



**Condensed Title:**

Banner approval for the MTV Video Music Awards Show, taking place at the American Airlines Arena, Miami, on Sunday, August 29, 2004.

**Issue:**

Does the City Commission want to retroactively authorize the placement of light pole banners in the City of Miami Beach to promote the MTV Video Music Awards Show, taking place in the City of Miami?

**Item Summary/Recommendation:**

The purpose of the banners is to promote the MTV Video Music Awards Show, taking place at the American Airlines Arena. This event will bring both participants and tourists enthusiasts together for a weekend of high imagination in Miami and in Miami Beach.

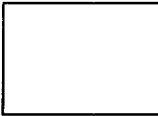
**Advisory Board Recommendation:**

Not applicable.

**Financial Information:**

**Amount to be expended:**

Source of  
Funds:



Finance Dept.

|       | Amount | Account | Approved |
|-------|--------|---------|----------|
| 1     |        |         |          |
| 2     |        |         |          |
| 3     |        |         |          |
| 4     |        |         |          |
| Total |        |         |          |

**Sign-Offs:**

| Department Director | Assistant City Manager | City Manager |
|---------------------|------------------------|--------------|
|                     |                        |              |

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AGENDA ITEM C7K  
DATE 9-8-04

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** September 8, 2004

**From:** Jorge M. Gonzalez  
City Manager

**Subject:**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, RETROACTIVELY APPROVING AND AUTHORIZING THE PLACEMENT OF TEN (10) BANNERS FOR THE MTV VIDEO MUSIC AWARDS SHOW, TO BE HELD SUNDAY, AUGUST 29, 2004, AT THE AMERICAN AIRLINES ARENA, IN THE CITY OF MIAMI, AS REQUESTED BY THE APPLICANT, AAA FLAG AND BANNER, AT THE FOLLOWING CITY OF MIAMI BEACH LOCATIONS: SEVEN (7) COLLINS AVENUE FROM 15 TO 19 STREETS; THREE (3) WASHINGTON AVENUE FROM 12 TO 13 STREETS; SAID BANNERS TO BE AFFIXED TO LIGHT POLES IN THE PUBLIC RIGHT-OF-WAY, MEASURING 3 FEET X 7 FEET AND HAVING COPY AND DESIGN AS SHOWN ON THE ATTACHED DRAWINGS; AND TO BE INSTALLED AND REMOVED IN ACCORDANCE WITH ALL OTHER APPLICABLE CITY REQUIREMENTS; THE ADMINISTRATION FURTHER RECOMMENDS THAT THESE BANNERS BE INSTALLED NO EARLIER THAN SATURDAY, AUGUST 14, 2004 AND REMOVED NO LATER THAN SUNDAY, AUGUST 29, 2004.**

### ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

### ANALYSIS

The City Code Section 82-411 (d) requires that the City Commission approve the installation of temporary banners which reads, in part:

1. The right to install, as well as the number, location and method of installation of banners shall be subject to the design review process and approved by the City Manager, or his/her designee for special events taking place in the City of Miami Beach, and by the City Commission for special events held outside of the City of Miami Beach.
  - a) In considering whether to approve light pole banners for events held outside of the City of Miami Beach, the City Commission may, among other factors, consider whether the municipality or other governmental entity hosting that special event would reciprocate such action within its

own jurisdiction for special events taking place in the City of Miami Beach.

2. Banners shall not exceed three feet in width by seven feet in length. Banners may be double-sided. The color, design and material of all banners shall be approved under the design review process.
3. Banners announcing special events either to be held in city or to be associated in some manner with the city, as determined by the city commission, may be erected up to 30 days prior to the event being announced and must be removed within seven days after such event.
4. A performance bond shall be required to ensure the removal of the banners in case of advanced deterioration of the banners, or if a dangerous condition presents itself, the city may at its sole discretion direct banners to be removed at any time.

The purpose of the banners is to promote the MTV Video Music Awards Show, to be held at the American Airlines Arena. This event will bring both participants and tourists enthusiasts together for a weekend of high imagination in Miami and in Miami Beach.

The temporary banners were installed on August 14, 2004 and removed no later than Sunday, August 29, 2004, by the banner company.

The City Commission should retroactively approve the installation of the subject light pole banners for the MTV Video Music Awards Show, to be held at American Airlines Arena, in Miami, FL, on Sunday, August 29, 2004.

JMG\CME\MAS\In

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RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, RETROACTIVELY APPROVING AND AUTHORIZING THE PLACEMENT OF TEN (10) BANNERS FOR THE MTV VIDEO MUSIC AWARDS SHOW, TO BE HELD SUNDAY, AUGUST 29, 2004, AT THE AMERICAN AIRLINES ARENA, IN THE CITY OF MIAMI, AS REQUESTED BY THE APPLICANT, AAA FLAG AND BANNER, AT THE FOLLOWING CITY OF MIAMI BEACH LOCATIONS: SEVEN (7) COLLINS AVENUE FROM 15 TO 19 STREETS; THREE (3) WASHINGTON AVENUE FROM 12 TO 13 STREETS; SAID BANNERS TO BE AFFIXED TO LIGHT POLES IN THE PUBLIC RIGHT-OF-WAY, MEASURING 3 FEET X 7 FEET AND HAVING COPY AND DESIGN AS SHOWN ON THE ATTACHED DRAWINGS; AND TO BE INSTALLED AND REMOVED IN ACCORDANCE WITH ALL OTHER APPLICABLE CITY REQUIREMENTS; THE ADMINISTRATION FURTHER RECOMMENDS THAT THESE BANNERS BE INSTALLED NO EARLIER THAN SATURDAY, AUGUST 14, 2004 AND REMOVED NO LATER THAN SUNDAY, AUGUST 29, 2004.

**WHEREAS**, the MTV Video Music Awards Show was held on Sunday, August 29, 2004; and

**WHEREAS**, in order to publicize the event and draw attention of the media and the public at large, the AAA Flag and Banner (Applicant) requested the placement of ten light pole banners, measuring 3 feet by 7 feet and to be placed on August 14, 2004; and

**WHEREAS**, the Applicant went through the City's required design review permit process in order to obtain approval for said banners; and

**WHEREAS**, said banners were approved on the condition that they be installed no earlier than Saturday, August 14, 2004, and removed no later than Sunday, August 29, 2004; and

**WHEREAS**, the Applicant posted a performance bond to ensure the removal of the banners by Sunday, August 29, 2004, to ensure that any damage to light poles will be repaired at its expense, and will meet all other applicable City requirements; and

**WHEREAS**, City Code Section 82-411 (d) requires that the Mayor and City Commission approve the installation of temporary banners for events held outside of the City of Miami Beach.



**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, that the Mayor and City Commission retroactively approve and authorize the placement of ten (10) banners for the MTV Video Music Awards Show, held on Sunday, August 29, 2004, at the American Airlines Arena, in the City of Miami, as requested by the applicant, AAA Flag and Banner, at the following City of Miami Beach locations: seven (7) Collins Avenue from 15 to 19 streets; three (3) Washington Avenue from 12 to 13 streets; said banners affixed to light poles in the public right-of-way; measuring 3 feet x 7 feet and having copy and design as shown on the attached drawings; and installed and removed in accordance with all other applicable City requirements; the Administration further approved the request with the condition that these banners be installed no earlier than Saturday, August 14, 2004, and removed no later than Sunday, August 29, 2004.

**PASSED and ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

ATTEST:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

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**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

  
\_\_\_\_\_  
City Attorney *RJA* 8/31/04  
Date

**CITY OF MIAMI BEACH**  
Arts, Culture & Entertainment  
Interoffice Memorandum



**To:** Jorge M. Gonzalez  
City Manager

**Date:** August 2, 2004

**Via:** Christina M. Cuervo *CMC*  
Assistant City Manager, City Manager's Office

**From:** *Max Sklar*  
Tourism and Cultural Development Assistant Director

**Subject:** **LIGHT POLE BANNER APPROVALS**

MTV is making the following request for approval for the installation of light pole banners in the City of Miami Beach for the "MTV Video Music Awards".

**Campaign Title:** "MTV Video Music Awards"  
**Number of Banners:** Ten (10)  
**Banner Display Schedule:** Saturday, August 14<sup>th</sup> through Sunday, August 19<sup>th</sup>, 2004  
**Banner Locations:**

- Seven (7); Collins Avenue, from 15<sup>th</sup> to 19<sup>th</sup> Streets
- Three (3); Washington Avenue from 12<sup>th</sup> to 13<sup>th</sup> Streets

The banners are 3' feet in width, 7' feet in length, double faced, and are made of vinyl. The banners will be digitally printed. The banner design consists of the campaign logo, tag line and name.

The purpose of the banner is to recognize and promote "MTV Video Music Awards" in Miami Beach. The event will take place in the Miami Airlines Arena on Sunday, August 19<sup>th</sup>, 2004.

*Jorge Gonzalez*  
Approved  
Jorge Gonzalez, City Manager

CMC:DS:MS:ln

**CITY OF MIAMI BEACH**  
**PLANNING, DESIGN AND HISTORIC PRESERVATION DIVISION**  
**ADMINISTRATIVE DESIGN REVIEW APPLICATION FORM**  
1700 Convention Center Drive, Miami Beach, FL 33139

Telephone: (305) 673-7550

FAX: (305) 673-7559

PLEASE TYPE OR USE BOLD PRINT. COMPLETE ALL APPLICABLE ITEMS BELOW.  
This is a light pole banner permit application

Name of Business or Property (if any) MTV Video Music Awards Single Family Home  
Yes ☐ No ☒

1515 Broadway New York, NY 10036  
Address of Property

MTV Telephone Number 1-212-846-1930

Name of Property Owner

Same as above Telephone number 1-212-846-1930

Address of Property Owner (if same, so indicate) Telephone

AAA Flag & Banner Mfg. Co., Inc. 1440 JFK Causeway Ste 402 North Bay Village, Florida 33141 305-865-4718  
Name and Address of Contractor Telephone

MTV Video Awards 1-212-846-1930  
Name and Address of Applicant (if different than property owner or contractor) Telephone

THE UNDERSIGNED APPLICANT HEREBY CERTIFIES THAT HE/SHE UNDERSTANDS THAT A COMPLETED "OWNERS AFFIDAVIT" EXECUTED BY THE OWNER OF THE SUBJECT PROPERTY SHALL BE SUBMITTED TO THE MIAMI BEACH BUILDING DEPARTMENT, IF REQUIRED, PRIOR TO THE ISSUANCE OF A BUILDING PERMIT. THE UNDERSIGNED FURTHER CERTIFIES THAT HE/SHE IS AUTHORIZED (ON BEHALF OF THE OWNER) TO REQUEST THE ABOVE ADMINISTRATIVE DESIGN REVIEW APPROVAL.

Marisa Pena Marisa Pena July 28-04  
Signature of Applicant (Print Name) Date Signed

**SEE REVERSE SIDE FOR EXHIBITS AND FEES REQUIRED NOTES:**

1. The fee must be paid at the time of application: if paying by check please make it payable to the "City of Miami Beach"
2. For additional information on required exhibits, please refer to the application instructions on the reverse side.
3. An administrative design review approval shall only be effective when this form is executed by an authorized staff person of the P.D. & H.P. Division.
4. If mailing, send to: Planning, Design & Historic Preservation Division, 1700 Convention Center Drive Miami Beach, FL 33159

**(Do Not Write Below This Line -- For Staff Use Only)**

Antenna Awnings Fence Flags Paint Parking Lot Ramp Shutters Sign Storefront Windows

File No. \_\_\_\_\_

Date Approved \_\_\_\_\_ Init: \_\_\_\_\_

MCR #: \_\_\_\_\_

FEE: \$ \_\_\_\_\_

**Attachment  
To  
City of Miami Beach  
Light Pole Banner Permit Application  
For  
2004 MTV Video Music Awards  
Date of Event August 29, 2004**

**Date of display  
August 14<sup>th</sup> – 29<sup>th</sup>**

**Pursuant to Section 82-411 - Light Pole Banners: The following information is provided for the Light Pole Banners for The MTV Video Music Awards.**

The light pole banners for the **MTV video Music Awards** are 3' in width and 7' in length double faced and are made of vinyl. The banners will be a full color digital print. The majority of the light pole banner is the logo of the Event. The event date and a corporate sponsor logo appear on the banner. The corporate sponsor logo is less than 1 square foot.

Schedule  
of  
Locations for The 2004 MTV Music Video Awards  
Date of the Event August 29, 2004

Dates for the Display  
August 14<sup>th</sup> -29<sup>th</sup>

| <u>Locations</u>   | <u>Number of Poles</u> |
|--|------------------------|
| Collins Ave. from 15 <sup>th</sup> Street to 19 <sup>th</sup> Street | 7                      |
| Washington Ave. from 12 <sup>th</sup> To 13 <sup>th</sup> Street     | 3                      |
| Total  | 10                     |

# VIDEO MUSIC AWARDS

VIDEO MUSIC AWARDS

**sunday  
8 pm**

only on mtv / mtv.com

DESIGN REVIEWING OFFICIAL PRESIDENT  
FOR BUILDING PERMIT  
DATE OF DIRECTOR APPROVAL  
BUILDING PERMIT CANNOT BE ISSUED  
AFTER:  
ANY MODIFICATIONS TO THESE PERMIT DRAWINGS  
MUST BE REVIEWED AND APPROVED BY DESIGN  
REVIEW/HISTORIC PRESERVATION STAFF PRIOR TO  
THE SUBMISSION OF A BUILDING PERMIT. ANY  
MODIFICATION IS TO THESE PERMIT DRAWING  
AFTER REVIEW AND APPROVED BY DESIGN  
REVIEW/HISTORIC PRESERVATION STAFF PRIOR TO  
THE PROJECT

*temp. light pole only*



**Miscellaneous Cash Receipt**  
**CITY OF MIAMI BEACH**

No. 268350

☐ Cash ☐ Credit Card ☒ Check # 3320

\$ 50.00

8/2/04 20

Received of William G. Logan

Address \_\_\_\_\_

For MTV Video Music awards

(THIS INFORMATION MUST BE COMPLETED)

Office of Finance Director

Account Number: 011-8000-347-495

By \_\_\_\_\_

Preparer: Linette Nodarez Dept: ACE EXT: 7577

WILLIAM G LOGAN  
NECA M LOGAN  
HENRIETTA M LOGAN  
64 CAMDEN DR  
BAL HARBOUR, FL 33154

NCR#268350 CAP

Asset Management Account

3320

7/30/04

Date

63-2/630  
BRANCH 00500

Pay to the  
Order of City of Miami Beach

\$ 50.00

Fifty and 00/100

2 Dollars



Security  
Features  
Details on  
Back



**WACHOVIA SECURITIES**

CODE 15

Wachovia Bank, N.A.  
ACH R/T 063000021

For MTV int. Entertainment culture William G. Logan

⑆06300002⑆ 9985437485⑈ 3320

**CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY**



**Condensed Title:**

A Resolution of the Mayor and City Commission of the City of Miami Beach, Florida, Waiving by 5/7ths Vote, the Formal Competitive Bidding Requirements, and Authorizing the Administration to Issue Purchase Orders to Royce Parking Control Systems, Inc., the Sole Source Distributor of Federal APD Parking Equipment in the Amount of \$37,163.17.

**Issue:**

Shall the Commission Adopt the Resolution?

**Item Summary/Recommendation:**

The access card readers in the City garages have reached the maximum capacity and there is a need to expand the ability to read well above this original 8,049 cards system wide. The Federal APD card reader logics that are currently in the City's 37 readers are obsolete and no longer in production. In order to expand the card reading capacity the logics must be replaced. The new replacement logics have a capacity of reading 100,000 access cards.

Royce Parking Control Systems, Inc., is the only vendor that may furnish parking revenue control equipment that is compatible with the existing parking revenue control system.

**ADOPT THE RESOLUTION.**

**Advisory Board Recommendation:**

N/A

**Financial Information:**

| Source of Funds: | Amount |             | Account         | Approved |
|------------------|--------|-------------|-----------------|----------|
|                  | 1      | \$25,110.25 | 480.0463.000674 |          |
|                  | 2      | \$ 6,026.46 | 142.6976.000674 |          |
|                  | 3      | \$ 6,026.46 | 463.1990.000674 |          |
|                  | 4      |             |                 |          |
|                  | Total  | \$37,163.17 |                 |          |

Finance Dept.

**Sign-Offs:**

| Department Director | Assistant City Manager | City Manager   |
|---------------------|------------------------|----------------|
| SF _____            | CMC <i>MC</i>          | JMG <i>JMG</i> |

T:\AGENDA\2004\Sept 08\consent\RoyceCard ReadersSUM.doc

AGENDA ITEM

C7L

DATE

9-8-04



# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** September 8, 2004

**From:** Jorge M. Gonzalez  
City Manager

**Subject:** A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, WAIVING BY 5/7THS VOTE, THE FORMAL COMPETITIVE BIDDING REQUIREMENTS AND AUTHORIZING THE ADMINISTRATION TO ISSUE PURCHASE ORDERS TO ROYCE PARKING CONTROL SYSTEMS, INC., THE SOLE SOURCE DISTRIBUTOR OF FEDERAL A.P.D. PARKING EQUIPMENT IN THE AMOUNT OF \$37,163.17.

### ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

### FUNDING

\$37,163.17 Funding is available from the Parking Department Account Numbers 463.1990.000674, 142.6976.000674, and 480.0463.000674.

### ANALYSIS

In 1996, the City of Miami Beach purchased from Royce Parking Controls, a Federal APD system wide parking control and access system for its garages and lots, as approved under Resolution No. 96-22050. The card access system had a maximum capacity of 8,049 numbered cards that could be read system wide.

The card readers in the City garages have reached the maximum capacity and there is a need to expand the ability to read well above this original 8,049 cards system wide. The Federal APD card reader logics that are currently in the City's 37 readers are obsolete and no longer in production. In order to expand the card reading capacity the logics must be replaced. The new replacement logics have a capacity of reading 100,000 access cards.

Royce Parking Control Systems, Inc. is by contract, the authorized representative for the products of Federal APD in the South Florida Market, as outlined in the attached letter.

### CONCLUSION

The Administration recommends that the Mayor and City Commission of the City of Miami Beach, Florida, adopt the attached resolution, herein waiving by 5/7ths vote the formal competitive bidding requirement, and approving the issuance of Purchase Orders to Royce Parking Control Systems, Inc., the sole source distributor of Federal APD parking equipment in the amount of \$37,163.17.

T: agenda/2004/Sept08/consent/RoyceCard Readers

## **RESOLUTION TO BE SUBMITTED**

**CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY**



**Condensed Title:**

A resolution authorizing the City Manager to execute a public purpose lease agreement with the Florida Department of Transportation (FDOT), for redevelopment, revitalization and beautification of the North Shore Community Improvement District in order to permit the operation of sidewalk cafes on state right-of-ways.

**Issue:**

Shall the City Commission authorize the City Manager to execute a public purpose lease agreement with the Florida Department of Transportation?

**Item Summary/Recommendation:**

The Administration is seeking Commission approval to execute a public purpose lease agreement with FDOT for the redevelopment and revitalization of the North Shore Community Improvement District. An element of this agreement would be the establishment of business zones on Collins Avenue from 63rd Street (Alton Road) to 75th Street and 71st Street and Normandy Drive from Collins Avenue to Rue Notre Dame for the purpose of operating sidewalk cafés. The establishment of a business zone for sidewalk cafes would enable the City to permit and regulate the establishments operating on the FDOT rights-of-way.

The Administration recommends approving the resolution.

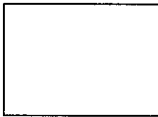
**Advisory Board Recommendation:**

N/A

**Financial Information:**

**Amount to be expended:**

**Source of Funds:**



Finance Dept.

|              | Amount | Account | Approved |
|--------------|--------|---------|----------|
| 1            |        |         |          |
| 2            |        |         |          |
| 3            |        |         |          |
| 4            |        |         |          |
| <b>Total</b> |        |         |          |

**City Clerk's Office Legislative Tracking:**

Robert Halfhill

**Sign-Offs:**

|   |   |   |
|---|---|---|
| Department Director   | Assistant City Manager  | City Manager  |
|  |  |  |

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AGENDA ITEM C7M  
DATE 9-8-04

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** September 8, 2004

**From:** Jorge M. Gonzalez  
City Manager

**Subject:** **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), A PUBLIC PURPOSE LEASE AGREEMENT FOR REDEVELOPMENT, REVITALIZATION AND BEAUTIFICATION OF THE NORTH SHORE COMMUNITY IMPROVEMENT DISTRICT ON COLLINS AVENUE FROM 63RD STREET (ALTON ROAD) TO 75TH STREET AND ON NORMANDY DRIVE FROM COLLINS AVENUE TO RUE NOTRE DAME.**

### **ADMINISTRATION RECOMMENDATION**

Adopt the Resolution.

### **ANALYSIS**

In violation of the Florida Department of Transportation (FDOT) policy prohibiting sidewalk cafes on State rights-of-ways, there are several sidewalk cafes operating on FDOT rights-of-ways. Forty-eight Notices of Violation have been sent by FDOT to these establishments threatening action if they do not cease operating sidewalk cafes. The Administration persuaded FDOT to agree not to remove the existing sidewalk cafes and to allow the City to execute a public purpose lease agreement that would allow the City to permit sidewalk cafes on the FDOT Rights-of-Way that are leased to the City. However, the City and FDOT could not agree on a condition of the lease agreement where the City would assume maintenance and repair responsibility, plus legal liability on those blocks of sidewalks.

It was discovered in April 2004, that FDOT and the City had entered into an agreement in 1993 as part of the North Beach Streetscape improvement project. Under the terms of this agreement the City agreed to assume liability for, to inspect construction of, and to routinely and periodically maintain the sidewalk portion of the streets which have been constructed and modified in accordance with the North Beach Streetscape Improvement project. Therefore, the City has already accepted the responsibility for maintenance and has the liability along Collins Avenue sidewalks from 1500 feet south of 63<sup>rd</sup> Street (Alton Road) to 75<sup>th</sup> Street; and on 71<sup>st</sup> Street and Normandy Drive from Collins Avenue to Rue Notre Dame.

Based on this previous agreement with FDOT, there are no major obstacles that would prevent an agreement between the City and FDOT that would allow the City to permit sidewalk cafes on these state rights-of-ways.

JMG/ROM/FHB

T:\AGENDA\2004\Sept0804\Consent\FDOT Sidewalk Cafe Memo.DOC

## LEASE AGREEMENT

575-060-33

RIGHT OF WAY

05/03

Page 1 of 5

ITEM/SEGMENT NO.: 249600

MANAGING DISTRICT: Six

F.A.P. NO.: N/A

STATE ROAD NO.: A1A/Collins &amp; SR 934

COUNTY: Miami-Dade

PARCEL NO.: 6001

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, (hereinafter called the Lessor), and \_\_\_\_\_ City of Miami Beach

(hereinafter called the Lessee.)

**WITNESSETH:**

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Property and Term. Lessor does hereby lease unto Lessee the property described in Exhibit "A", attached and made a part hereof, for a term of five (5) years beginning \_\_\_\_\_ and ending \_\_\_\_\_. This Lease may be renewed for an additional five (5) year term at Lessee's option, subject to the rent adjustment as provided in Paragraph 3 below. Lessee shall provide Lessor one hundred twenty (120) days advanced written notice of its exercise of the renewal option.

If Lessee holds over and remains in possession of the property after the expiration of the term specified in this Lease, or any renewals of such term, Lessee's tenancy shall be considered a tenancy at sufferance, subject to the same terms and conditions as herein contained in this Lease.

This Lease is subject to all utilities in place and to the maintenance thereof as well as any other covenants, easements, or restrictions of record.

This Lease shall be construed as a lease of only the interest, if any, of Lessor, and no warranty of title shall be deemed to be given herewith.

2. Use. The leased property shall be used solely for the purpose of See Addendum Item 2. If the property is used for any other purpose, Lessor shall have the option of immediately terminating this Lease. Lessee shall not permit any use of the property in any manner that would obstruct or interfere with any transportation facilities.

Lessee will further use and occupy the leased property in a careful and proper manner, and not commit any waste thereon. Lessee will not cause, or allow to be caused, any nuisance or objectionable activity of any nature on the property. Lessee will not use or occupy said property for any unlawful purpose and will, at Lessee's sole cost and expense, conform to and obey any present or future ordinances and/or rules, regulations, requirements, and orders of governmental authorities or agencies respecting the use and occupation of the leased property.

Any activities in any way involving hazardous materials or substances of any kind whatsoever, either as those terms may be defined under any state or federal laws or regulations, or as those terms are understood in common usage, are specifically prohibited. The use of petroleum products, pollutants, and other hazardous materials on the leased property is prohibited. Lessee shall be held responsible for the performance of and payment for any environmental remediation that may be necessary, as determined by the Lessor, within the leased property. If any contamination either spread to or was released onto adjoining property as a result of Lessee's use of the leased property, the Lessee shall be held similarly responsible. The Lessee shall indemnify, defend, and hold harmless the Lessor from any claim, loss, damage, costs, charge, or expense arising out of any such contamination.

3. Rent. Lessee shall pay to Lessor as rent, on or before the first day of each rent payment period, the sum of One (\$1.00) Dollar plus tax, for each year of the term. If this Lease is terminated prior to the end of any rent payment period, the unearned portion of any rent payment, less any other amounts that may be owed to Lessor, shall be refunded to Lessee. Lessee shall pay any and all state, county, city, and local taxes that may be due during the term hereof, including any real property taxes. Rent payments shall be made payable to the Department of Transportation and shall be sent to District Property Management Administrator, Right of Way Administration, 1000 NW 111 Ave., Miami, Florida 33172. Lessor reserves the right to review and adjust the rental fee biennially and at renewal to reflect market conditions. Any installment of rent not received within ten (10) days after the date due

Lessor may require the amount of any public liability insurance to be maintained by Lessee be increased so that the amount thereof adequately protects Lessor's interest. Lessee further agrees that it shall during the full term of this Lease and at its own expense keep the leased property and any improvements thereon fully insured against loss or damage by fire and other casualty. Lessee also agrees that it shall during the full term of this Lease and at its own expense keep the contents and personal property located on the leased property fully insured against loss or damage by fire or other casualty and does hereby release and waive on behalf of itself and its insurer, by subrogation or otherwise, all claims against Lessor arising out of any fire or other casualty whether or not such fire or other casualty shall have resulted in whole or in part from the negligence of the Lessor.

8. Eminent Domain. Lessee acknowledges and agrees that its relationship with Lessor under this Lease is one of landlord and tenant and no other relationship either expressed or implied shall be deemed to apply to the parties under this Lease. Termination of this Lease for any cause shall not be deemed a taking under any eminent domain or other law so as to entitle Lessee to compensation for any interest suffered or lost as a result of termination of this Lease, including any residual interest in the Lease, or any other facts or circumstances arising out of or in connection with this Lease.

Lessee hereby waives and relinquishes any legal rights and monetary claims which it might have for full compensation, or damages of any sort, including special damages, severance damages, removal costs, or loss of business profits, resulting from Lessee's loss of occupancy of the leased property, or any such rights, claims, or damages flowing from adjacent properties owned or leased by Lessee as a result of Lessee's loss of occupancy of the leased property. Lessee also hereby waives and relinquishes any legal rights and monetary claims which it might have for full compensation, or damages of any sort as set out above, as a result of Lessee's loss of occupancy of the leased property, when any or all adjacent properties owned or leased by Lessee are taken by eminent domain proceedings or sold under the threat thereof. This waiver and relinquishment applies whether this Lease is still in existence on the date of taking or sale; or has been terminated prior thereto.

9. Miscellaneous.

a. This Lease may be terminated by Lessor immediately, without prior notice, upon default by Lessee hereunder, and may be terminated by either party, without cause upon thirty ( 30 ) days prior written notice to the other party.

b. In addition to, or in lieu of, the terms and conditions contained herein, the provisions of any Addendum of even date herewith which is identified to be a part hereof is hereby incorporated herein and made a part hereof by this reference. In the event of any conflict between the terms and conditions hereof and the provisions of the Addendum(s), the provisions of the Addendum(s) shall control, unless the provisions thereof are prohibited by law.

c. Lessee acknowledges that it has reviewed this Lease, is familiar with its terms, and has had adequate opportunity to review this Lease with legal counsel of Lessee's choosing. Lessee has entered into this Lease freely and voluntarily. This Lease contains the complete understanding of the parties with respect to the subject matter hereof. All prior understandings and agreements, oral or written, heretofore made between the parties and/or between Lessee and the previous owner of the leased property and landlord of Lessee are merged in this Lease, which alone, fully and completely expresses the agreement between Lessee and Lessor with respect to the subject matter hereof. No modification, waiver, or amendment of this Lease or any of its conditions or provisions shall be binding upon Lessor or Lessee unless in writing and signed by both parties.

d. Lessee shall not sublet the property or any part thereof, nor assign this Lease, without the prior consent in writing of the Lessor; this Lease is being executed by Lessor upon the credit and reputation of Lessee. Acceptance by Lessor of rental from a third party shall not be considered as an assignment or sublease, nor shall it be deemed as constituting consent of Lessor to such an assignment or sublease.

e. Lessee shall be solely responsible for all bills for electricity, lighting, power, gas, water, telephone, and telegraph services, or any other utility or service used on the property.

f. This Lease shall be governed by the laws of the State of Florida, and any applicable laws of the United States of America.

g. All notices to Lessor shall be sent to the address for rent payments and all notices to Lessee shall be sent to:  
City of Miami Beach, Public Works Director, 1700 Convention Center Drive, Miami Beach, Florida 33139

shall bear interest at the highest rate allowed by law from the due date thereof. This provision shall not obligate Lessor to accept late rent payments or provide Lessee a grace period.

4. Improvements. No structures or improvements of any kind shall be placed upon the property without the prior written approval of the District Secretary for District Six of Lessor. Any such structures or improvements shall be constructed in a good and workmanlike manner at Lessee's sole cost and expense. Subject to any landlord lien, any structures or improvements constructed by Lessee shall be removed by Lessee, at Lessee's sole cost and expense, by midnight on the day of termination of this Lease and the leased property restored as nearly as practical to its condition at the time this Lease is executed. Portable or temporary advertising signs are prohibited.

Lessee shall perform, at the sole expense of Lessee, all work required in the preparation of the leased property for occupancy by Lessee, in the absence of any special provision herein contained to the contrary; and Lessee does hereby accept the leased property as now being in fit and tenable condition for all purposes of Lessee.

Lessor reserves the right to inspect the property and to require whatever adjustment to structures or improvements as Lessor, in its sole discretion, deems necessary. Any adjustments shall be done at Lessee's sole cost and expense.

5. Maintenance. Lessee shall keep and maintain the leased property and any building or other structure, now or hereafter erected thereon, in good and safe condition and repair at Lessee's own expense during the existence of this Lease, and shall keep the same free and clear of any and all grass, weeds, brush, and debris of any kind, so as to prevent the same from becoming dangerous, inflammable, or objectionable. Lessor shall have no duty to inspect or maintain any of the leased property or buildings, and other structures thereon, during the term of this Lease; however, Lessor shall have the right, upon twenty-four (24) hours notice to Lessee, to enter the leased property for purposes of inspection, including conducting an environmental assessment. Such assessment may include: surveying; sampling of building materials, soil, and groundwater; monitoring well installations; soil excavation; groundwater remediation; emergency asbestos abatement; operation and maintenance inspections; and, any other actions which may be reasonable and necessary. Lessor's right of entry shall not obligate inspection of the property by Lessor, nor shall it relieve the Lessee of its duty to maintain the leased property. In the event of emergency due to a release or suspected release of hazardous waste on the property, Lessor shall have the right of immediate inspection, and the right, but not the obligation, to engage in remedial action, without notice, the sole cost and expense of which shall be the responsibility of the Lessee.

6. Indemnification. Lessee shall indemnify, defend, save, and hold harmless Lessor, its agents, officers, and employees, from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities of any nature, including attorney's fees, (including regulatory and appellate fees), arising out of or because of any acts, action, neglect, or omission by Lessee, or due to any accident, happening, or occurrence on the leased property or arising in any manner from the exercise or attempted exercise of Lessee's rights hereunder whether the same regards person or property of any nature whatsoever, regardless of the apportionment of negligence, unless due to the sole negligence of Lessor.

Lessee's obligation to indemnify, defend, and pay for the defense or at Lessor's option, to participate, and to associate with the Lessor in the defense and trial of any claim and any related settlement negotiations, shall be triggered by the Lessor's notice of claim for indemnification to Lessee. Lessee's inability to evaluate liability or its evaluation of liability shall not excuse Lessee's duty to defend and indemnify within seven days after such notice by the Lessor is given by registered mail. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the Lessor solely negligent shall excuse performance of this provision by Lessee. Lessee shall pay all costs and fees related to this obligation and its enforcement by Lessor. Lessor's failure to notify Lessee of a claim shall not release Lessee of the above duty to defend.

7. Insurance. Lessee at its expense, shall maintain at all times during the term of this Lease, public liability insurance protecting Lessor and Lessee against any and all claims for injury and damage to persons and property, and for the loss of life or property occurring in, on, or about the property arising out of the act, negligence, omission, nonfeasance, or malfeasance of Lessee, its employees, agents, contractors, customers, licensees, and invitees. Such insurance shall be carried in a minimum amount of not less than One million dollars (\$ 1,000,000.00 ) for bodily injury or death to any one person or any number of persons in any one occurrence and not less than One million dollars (\$ 1,000,000.00 ) for property damage, or a combined coverage of not less than One million dollars (\$ 1,000,000.00 ). All such policies shall be issued by companies licensed to do business in the State of Florida and all such policies shall contain a provision whereby the same cannot be canceled or modified unless Lessor is given at least sixty (60) days prior written notice of such cancellation or modification. Lessee shall provide Lessor certificates showing such insurance to be in place and showing Lessor as additional named insured under the policies. If self-insured or under a risk management program, Lessee represents that such minimum coverage for liability will be provided for the leased property.



IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

City of Miami Beach  
Lessee (Company Name, if applicable)

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

Title: \_\_\_\_\_

Attest: \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
Print Name

Title: \_\_\_\_\_

By: \_\_\_\_\_  
District Secretary

John Martinez  
\_\_\_\_\_  
Print Name

Attest: \_\_\_\_\_

Name/Title: Margaret Higgins/Executive Secretary

## LEGAL REVIEW:

\_\_\_\_\_  
District Counsel

D. Michael Schloss  
\_\_\_\_\_  
Print Name

ADDENDUM

This is an Addendum to that certain Lease Agreement between City of Miami Beach

and The State of Florida Department of Transportation dated the \_\_\_\_\_ day of \_\_\_\_\_, 2004.  
In addition to the provisions contained in said Agreement, the following terms and conditions shall be deemed to be a part thereof  
pursuant to Paragraph 9 (b) of said Agreement:

See attached Lease Agreement Addendum "A".

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Lessee (Company Name, if applicable)

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

Title: \_\_\_\_\_

Attest: \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
Print Name

Title: \_\_\_\_\_

By: \_\_\_\_\_

District Secretary

\_\_\_\_\_  
Print Name

Attest: \_\_\_\_\_

Name/Title: \_\_\_\_\_

LEGAL REVIEW:

\_\_\_\_\_  
District Counsel

\_\_\_\_\_  
Print Name

# SAMPLE

## LEASE AGREEMENT ADDENDUM "A"

This is an Addendum to that certain Lease Agreement between City of Miami Beach, and the Florida Department of Transportation dated the \_\_\_\_\_ day of \_\_\_\_\_, 2004.

1. The following language shall become part of Paragraph 1 of said agreement

Lessor does hereby lease unto lessee the property described in Exhibit A being that area of Collins Avenue from 63<sup>rd</sup> Street to 75<sup>th</sup> Street and the area of Normandy Drive from Collins Avenue to Rue Notre Dame being the subject of the Florida Department of Transportation and City of Miami Beach project HN-429 and depicted in FDOT permit number S-009-95 but excluding those facilities lying outside the area bounded by the front edge of the curb extending to the right of way line on the abutting sidewalk.

2. The following language shall become part of Paragraph 2 of said agreement

The leased property shall be used solely for the purpose of the redevelopment, revitalization and beautification of The North Shore Community Improvement District.

3. The following language shall become part of Paragraph 4 of said agreement

Such improvements shall be of a permanent structural installation or would not be covered by paragraph 6 (six) of the addendum to this document.

4. The following language shall become part of Paragraph 5 of said agreement

The lessee shall maintain the leased area as prescribed in Florida Department of Transportation permits U-072-97, S-009-95, U-073-97, and U-020-95 notwithstanding those repairing obligations contained within.

The following shall also become part of Paragraph 5 of said Agreement:

If spillage of petroleum products, hazardous or otherwise regulated material occurs within the leased property, Lessee shall be held responsible for performance of and payment for any environmental assessment and remediation that may be necessary. Similarly, if any contamination either spreads to or is released onto adjoining property owned by the Lessor as a result of Lessee's use of the property under lease, Lessee shall be held similarly responsible.

5. The following language shall replace Paragraph 7 of said Agreement:

Lessor acknowledges that Lessee is a governmental entity and is thereby self-insured.

To the extent provided by law, Lessee shall indemnify, defend and hold harmless the Lessor and all of its officers, agents and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by Lessee, its agents or employees during the performance of the lease, except that neither Lessee, its agents or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act,

error, omission, or negligent act by the Lessor or any of its officers, agents or employees during the performance of the lease.

When Lessor receives a notice of claim for damages that may have been caused by Lessee in the performance of services required under this lease, Lessor will immediately forward the claim to Lessee. Lessee and Lessor will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, Lessor will determine whether to require the described in this section. Lessor's failure to promptly notify Lessee of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Lessee. Lessor and Lessee will each pay its own expenses for the evaluation, settlement negotiations and trial, if any. However, if only one party participates in the defense of the claim at trial that party is responsible for all expenses at trial.

6. In addition to the provisions contained in said Agreement, the following terms and conditions shall be deemed to be part thereof pursuant to Paragraph 9 (b) of said Agreement:

In addition to the above the following shall apply to the lease area:

In the event that Lessee issues permits or enters into an agreement for the premises that are the subject of this agreement, such third party user shall be required in any such permit or agreement to indemnify Lessor and provide public liability, food products liability, liquor liability and property damage insurance with limits of not less than one million dollars per occurrence for the benefit of Lessor. Any such insurance or certificate shall also name Lessor as an additional insured with 30 days notice to be given to Lessee and Lessor and in the event of any intended cancellation of such policy. A copy of the insurance certificate shall be provided to Lessor within ten (10) days of issuance of a permit or agreement.

Lessee agrees to delineate the subject premises so that any third party user shall not encroach beyond the property that is the subject of this lease. For public safety and esthetics, the third party user's maintenance responsibilities must encompass its specific delineated area, any spillover to adjacent areas and the curbside.

All permits issued by Lessee concerning the real property that is the subject of this agreement shall require compliance with the terms of this agreement. Lessee is required and does hereby agree to assume the responsibility for performing periodic inspection of the leased premises to insure compliance with the terms of the lease and with necessary clearance and setback requirements as set forth in the following:

Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System – Topic No. 625-010-003. (FDOT Procedure)  
Plans Preparation manual – Topic No. 625-00-007 (PPM) (FDOT Procedure)  
Facilities Access for Persons with Disabilities (ADA Compliance) Topic No. 625-020-015-6 (FDOT Procedure)

The use of Lessor's right-of-way is subject to any and all utility permits and access permits that have been issued or may be issued by Lessor in the future.

It is the sole responsibility of the lessee to monitor the permittee/licensee under agreement with the Lessee. The lessee shall also provide the lessor with a signed statement as to compliance that the premises of all permittee's/licensees have been inspected and meet the requirements of the Lessor. In addition, the lessee shall also provide the lessor with a signed statement that all permit fees collected by the City of Miami Beach from businesses utilizing the leased area shall be used for the maintenance and enforcement of those obligations contained within this document. Such statements shall be furnished annually, on the anniversary date of the agreement.

In addition, Lessee shall provide Lessor with an itemized list of permittee's together with copies of current liability insurance certificates wherein the permittee/licensee has named Lessor as co-insured.

City Of Miami Beach  
Lessee (Company Name, if applicable)

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

Title: \_\_\_\_\_

Attest: \_\_\_\_\_(SEAL)

\_\_\_\_\_  
Print Name

Title: \_\_\_\_\_

LEGAL REVIEW:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Print Name

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
District Secretary

\_\_\_\_\_  
Print Name

Attest: \_\_\_\_\_

Name/Title: \_\_\_\_\_

LEGAL REVIEW:

\_\_\_\_\_  
District Counsel

\_\_\_\_\_  
Print Name

J:\PROPMGT\Drafts\Sidewalk lease addendum.doc

## **RESOLUTION TO BE SUBMITTED**

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**CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY**



**Condensed Title:**

Accept the City Manager's Recommendation Relative to the Ranking of Firms Pursuant to RFQ No. 26-03/04 for Building Inspection Services to Develop an Immediate Needs Assessment and a Five Year Plan for Capital Repair, and Replacement requirements and an Annual Maintenance Requirement Plan.

**Issue:**

Shall the City Commission accept the City Manager's recommendation relative to the ranking of firms and authorize negotiations?

**Item Summary/Recommendation:**

On April 14, 2004, the City Commission authorized the issuance of an RFQ to solicit and obtain qualifications from professional firms to provide inspection services of City facilities to determine immediate and annual capital replacement and maintenance needs to be developed into a five year maintenance and repair plan for each facility. The inspection reports would provide estimated costs for immediate repair needs and deferred needs including any escalation of estimated costs over the five year plan.

RFQ No. 26-03/04 was issued on April 21, 2004, with an opening date of May 7, 2004. The City received responses from the following 5 firms:

- Indigo Service Corporation
- MC Harry Associates
- Post Buckley Schuh and Jernigan (PBS&J)
- ConsulTech Transportation, Inc.
- VFA, Inc.

VFA, Inc's proposal was deemed non-responsive by the Procurement Division. VFA was unable to meet the RFQ requirement of their staff being certified by the State of Florida for building inspections.

The City Manager via Letter to Commission (LTC) No. 124-2004, appointed an Evaluation Committee ("the Committee"). Consensus at the end of the 1<sup>st</sup> Evaluation Committee meeting was to invite the top three ranked firms to provide a 15 minute presentation, followed by a 15 minute question and answer session.

During deliberations at the 2<sup>nd</sup> Evaluation Committee meeting, the Committee members discussed their individual ranking of the three firms and arrived at the following ranking order:

- First: Post Buckley Schuh and Jernigan (PBS&J)
- Second: MC Harry Associates
- Third: Indigo Service Corporation

PBS&J was deemed to be the first ranked firm based on the experience and qualifications of their team.

**ACCEPT THE MANAGER'S RECOMMENDATION AND AUTHORIZE NEGOTIATIONS**

**Advisory Board Recommendation:**

**Financial Information:**

| Source of Funds: | Amount | Account | Approved |
|------------------|--------|---------|----------|
| 1                |        |         |          |
| 2                |        |         |          |
| 3                |        |         |          |
| 4                |        |         |          |
| <b>Total</b>     |        |         |          |

Finance Dept.

**City Clerk's Office Legislative Tracking:**

Gus Lopez

**Sign-Offs:**

| Department Director | Assistant City Manager | For City Manager |
|---------------------|------------------------|------------------|
| GL  FB              | RCM                    | JMG              |

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AGENDA ITEM

C7N

DATE

9-8-04



# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** September 8, 2004

**From:** Jorge M. Gonzalez  
City Manager

**Subject:** **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER PERTAINING TO THE RANKING OF QUALIFICATIONS RECEIVED PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) NO. 26-03/04, FOR BUILDING INSPECTION SERVICES TO DEVELOP AN IMMEDIATE NEEDS ASSESSMENT AND A FIVE YEAR PLAN FOR CAPITAL REPAIR, AND REPLACEMENT REQUIREMENTS AND AN ANNUAL MAINTENANCE REQUIREMENT PLAN; AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH THE TOP-RANKED FIRM OF POST BUCKLEY SCHUH AND JERNIGAN (PBS&J); AND SHOULD THE ADMINISTRATION NOT BE ABLE TO NEGOTIATE AN AGREEMENT WITH THE TOP-RANKED FIRM, AUTHORIZING THE ADMINISTRATION TO NEGOTIATE WITH THE SECOND-RANKED FIRM OF MC HARRY ASSOCIATES.**

### ADMINISTRATIVE RECOMMENDATION

Adopt the Resolution.

### ANALYSIS

The RFQ for building inspection was developed in response to Commissioners' concern regarding the condition of some City facilities. There is a lack of documentation that fully describes the condition of each facility. As a result, it is very difficult to ascertain the immediate and future budget requirements for each facility and for all property owned by the City. City facilities in Miami Beach range in age from historic buildings from the 1920s to the Police building built in 1987. Many of the parks and beachfront buildings were constructed after World War II. The most modern buildings in the City such as City Hall (27 years old) and the Police Department building (17 years old) have exceeded the expected life-cycle of equipment. An example of this was the replacement of the HVAC system at the Ocean Front Auditorium last year. The HVAC system had been in-place for over 35 years, or twice the life-cycle estimated use for the equipment. Although building systems have been maintained to keep them operational well beyond their life-cycle estimates, these building components can and do fail with time. The salt air environment of Miami Beach and the use of beach sand in the mixture of concrete in the past have had a severe impact on exposed mechanical and electrical equipment. Additionally, these factors have caused

erosion and spalling of concrete on the building foundations, columns, beams, their exterior envelopes, and the structural steel elements of these facilities.

Knowledge of facility condition is critical to an effective facility management program and this knowledge can only be attained by facility inspections. A dedicated inspection effort is vital to properly identify real property maintenance and repair deficiencies which will impact the mission or degrade the City's property investment. The City has the technical capability but does not have the excess capacity to conduct the comprehensive base line survey of all City facilities. After the base line survey is completed the City will then take over full inspection of facilities to keep the data up to date and accurate. These cyclical comprehensive inspections of all City buildings/facilities are essential to a successful property management program. Control inspections will accomplish the following objectives:

1. Assessment of facility conditions to identify total maintenance and repair requirements.
2. Identification of resources for budget planning purposes
3. Development of a long range five (5) year plan and an annual maintenance plan.
4. Inspection services of City facilities to determine immediate and annual capital replacement and maintenance needs to be developed into a five (5) year maintenance and repair plan for each facility.

The inspections would provide estimated costs for immediate repair needs and deferred needs including any escalation of estimated costs over the five year plan. These inspection reports will also be required to provide estimated routine and preventative maintenance schedules for each facility inspected, including estimated manpower requirements per individual trade discipline to maintain the systems in good operation order. The reports will be provided in hard copy and on CD-ROM file formats. Any drawings provided must also be provided in a file compatible with AutoCAD release 12 or higher. This information will be entered in a Capital Planning and Management Solution (CPMS) program to provide a strategic process for conducting facility audits, setting benchmarks, and achieving standards of building quality throughout the City. The reports will include an up-to-date facilities condition assessment and provide accurate cost-estimates. They will ensure a proactive approach to property management and maintenance needs thus enabling the City to achieve a direct and defensible correlation between facility needs and budget plans.

Inspection services are to include evaluations of the following:

- Electrical systems, including: switchgear, panels, transformers, generators, fire alarm panels, grounding devices, lightning prevention systems, and all associated electrical devices.
- Plumbing Systems, including: domestic water pumps, motors, sanitary sewer, piping, lift stations, fire pumps, fire sprinkler systems, valves, and controls.

- HVAC Systems including: chilled water system, VAV devices, compressors, evaporators, condensing units, cooling towers, Air handling units, ventilation systems, fresh air supply systems, energy management systems, and any other heating, ventilation, or air conditioning system specific to the facility being inspected.
- General Building Inspections, including: structural evaluation of foundations, exterior walls, columns, and beams. Inspections will also include windows and glazing, hurricane shuttering systems, exterior doors, perimeter sidewalks, ramps, railing, and building roofs.
- Specialty Inspections including: elevators, gun range equipment, UPS systems, and other specialized equipment that may be located in City facilities.
- All inspectors must be certified by the State of Florida to perform the inspections of their specific disciplines and must have extensive knowledge of building code requirements and construction cost and maintenance estimation. The City retains the right to determine the specific order in which the buildings will be inspected and further reserves the right to add or delete any items from the inspections due to known building conditions and existing warranties that may be in place.

On April 14, 2004, the City Commission authorized the issuance of an RFQ to solicit and obtain qualifications from professional firms to provide inspection services of City facilities to determine immediate and annual capital replacement and maintenance needs to be developed into a five year maintenance and repair plan for each facility. The inspections reports would provide estimated costs for immediate repair needs and deferred needs including any escalation of estimated costs over the five year plan.

RFQ No. 26-03/04 was issued on April 21, 2004, with an opening date of May 7, 2004. A pre-proposal conference to provide information to firms considering submitting a response was held on April 28, 2004. BidNet issued bid notices to 128 prospective proposers, resulting in 39 proposers requesting RFQ packages, which resulted in the receipt of the following five (5) proposals from:

- Indigo Service Corporation
- MC Harry Associates
- Post Buckley Schuh and Jernigan (PBS&J)
- ConsulTech Transportation, Inc.
- VFA, Inc.

VFA, Inc.'s proposal was deemed non-responsive for failure to meet the RFQ requirement of their staff being certified by the State of Florida for building inspections.

The City Manager via Letter to Commission (LTC) No. 124-2004, appointed an Evaluation

Committee ("the Committee") consisting of the following individuals:

- DeeDee Weithorn, Miami Beach Citizen (Committee Chair)
- Brad Judd, Property Management Director
- Daniel Cabrera, Miami Beach Citizen
- Alex Rolandelli, Development Coordinator, CIP
- Viviana Alemany, Property Management Construction Manager
- Tom Mooney, Planning Department
- Bruce Lamberto (Alternate)

On June 24, 2004, the Committee convened. Committee members Tom Mooney and Daniel Cabrera were absent, but Bruce Lamberto was present to serve as Alternate and the Committee was able to proceed with the meeting. Brad Judd, Property Management Director, provided background information on the project to the Committee and to the Procurement staff representative. The Procurement staff provided results of the reference checks to the Committee. The Committee then discussed the evaluation criteria to be applied for the RFQ and weighted the score they would apply to rank the respondents, as follows:

- The ability of professional personnel (30 Points);
- Past performance, to include but limited to:
  - Electrical systems
  - Plumbing Systems
  - HVAC Systems
  - General Building Inspections
  - Specialty Inspections (30 Points);
- Approach to the Project (20 Points);
- Location of the firm (5 Points)
- Volume of work previously awarded to each firm by the Agency, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate principle of selection of the most highly qualified firm. (15 Points)

The Committee's consensus was to invite three (3) of the four (4) firms to provide a 15-minute presentation, followed by a 15-minute question and answer session. The three short listed firms were: PBS&J, MC Harry Associates, and Indigo Service Corporation.

Procurement staff coordinated and scheduled presentations for July 19, 2004. On this date, the Committee members convened and were provided presentations by all three (3) short listed firms. One Committee member, Tom Mooney, was unable to attend the meeting and consequently unable to rank the firms, nevertheless there was a quorum in attendance to proceed with the meeting.

After the firms' presentations, the Committee members discussed their individual

perceptions of the qualifications, experience, and competence of all the three (3) firms and then ranked the firms accordingly:

| <b>Company Name</b>                            | <b>DeeDee Weithorn</b> | <b>Brad Judd</b> | <b>Alex Rolandelli</b> | <b>Viviana Alemany</b> | <b>Bruce Lamberto</b> |
|--|------------------------|------------------|------------------------|------------------------|-----------------------|
| Indigo Service Corporation<br>(3)              | 75<br>(3)              | 76<br>(3)        | 70<br>(3)              | 50<br>(3)              | 90<br>(3)             |
| MC Harry Associates<br>(2)                     | 87<br>(2)              | 82<br>(2)        | 93<br>(2)              | 60<br>(2)              | 94<br>(2)             |
| Post Buckley Schuh and Jernigan (PBS&J)<br>(1) | 95<br>(1)              | 89<br>(1)        | 96<br>(1)              | 90<br>(1)              | 95<br>(1)             |

**LEGEND:**

|                              |                   |          |                        |
|------------------------------|-------------------|----------|------------------------|
| PBS&J                        | 5-1st place votes | =        | 5x1=5                  |
|                              | <b>TOTAL</b>      | <b>=</b> | <b>5 = Ranked 1st</b>  |
| MC Harry Associates -        | 5-2nd place votes | =        | 5x2=10                 |
|                              | <b>TOTAL</b>      | <b>=</b> | <b>10 = Ranked 2nd</b> |
| Indigo Service Corporation - | 5-3rd place votes | =        | 5x3=15                 |
|                              | <b>TOTAL</b>      | <b>=</b> | <b>15 = Ranked 3rd</b> |

After the Committee ranked all firms they discussed the need to recommend one or two firms to be awarded the project. The Committee reached consensus in recommending that PBS&J should be authorized for negotiations with the City Manager. In the event that negotiations with PBS&J are unsuccessful, the Administration has the ability to negotiate with the second firm, MC Harry Associates. The Committee further recommended that due to the unavailability of funds, the project should move forward on a trial (test) basis. This will allow the Administration to reach a decision on the specific format and the software it wishes to implement.

PBS&J was deemed to be the first ranked firm based on the experience and qualifications of its team. PBS&J has assembled an exceptional group of professionals that will work closely with City of Miami Beach staff to ensure that this project is completed successfully.

PBS&J's project team has proven to be experienced in providing similar services to Miami-Dade County Public Schools, the Florida Department of Transportation's Turnpike

Enterprise, the Miami-Dade Expressway Authority, Broward County Schools, other public agencies, and the private sector.

They also have the advantage to draw upon the wealth of specialized in-house professional engineers, architects, and other technical personnel who can provide their services as required meeting the City of Miami Beach's goals.

PBS&J proposes a technical approach for this project that will allow the City of Miami Beach to identify, quantify, and select the most appropriate facilities management program. PBS&J's proven extensive experience in providing assessment services includes cost consulting, value analysis, scheduling, application development, and maintenance budget analysis support and certification, all of which ultimately lead to the development of a work program to manage the agency's maintenance needs in a cost effective and predictable manner.

PBS&J will offer the following to the City of Miami Beach:

- Extensive Program Management Experience
- PBS&J internalize Client's Systems
- Provide highly qualified and trained personnel
- Proven Approach and Methodology for this type of project
- Strong local presence and knowledge of construction conditions

## **TEAM EXPERIENCE SUMMARY**

### **PRINCIPAL-IN-CHARGE**

Reynaldo Cortez, P.E.

- 26 Years of experience in Program Management, Facilities Design and Construction.

### **PROJECT MANAGER**

Mofa Hassoun, P.E., UBCI/ QA/QC

- 20 Years of Construction, Project Management and Field inspection Experience, with 12 years of exclusive facilities assessments experience with similar projects.

### **TECHNICAL SUPPORT AND ANALYSIS TEAM LEADER**

Wendy Peckham, P.E.

- 15 Years of Experience in the Design and Management of Software Development and Program Management-Specializes in development and implementation of Asset Management Systems.

### COST ESTIMATING AND SCHEDULING TEAM LEADER

Praveen Omni

10 Years of Experience in developing Cost Estimates and Schedules with extensive expertise in the use of estimating and scheduling software for a diverse mix of clients.

Following are PBS&J's team references handed by the Procurement staff

Ms. Nancy Clements, Project Manager  
Florida Department of Transportation

"PBS&J has always performed well for the Turnpike Authority. They understand customer service, urgent issues and needs of the client."

Mr. Carlos Hevia, Project Manager  
Miami-Dade County Public Schools

"PBS&J is in good standing with DCPS, and will be given additional work in the future."

Mr. Frank Malvar, Chairperson (Screening Committee)  
Miami-Dade College (MDC)

"PBS&J's contract is at term one, and at this point they have performed exceptionally."

### **CONCLUSION**

The City Manager concurs with the Committee's ranking of firms and recommends that the Mayor and City Commission accept the Manager's ranking and authorize negotiation with the top-ranked firm of PBS&J; and if unsuccessful in negotiation with PBS&J, authorize the Administration to negotiate an agreement with the second-ranked firm of MC Harry Associates.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER PERTAINING TO THE RANKING OF QUALIFICATIONS RECEIVED PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) NO. 26-03/04, FOR BUILDING INSPECTION SERVICES TO DEVELOP AN IMMEDIATE NEEDS ASSESSMENT AND A FIVE YEAR PLAN FOR CAPITAL REPAIR, AND REPLACEMENT REQUIREMENTS AND AN ANNUAL MAINTENANCE REQUIREMENT PLAN; AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH THE TOP-RANKED FIRM OF POST BUCKLEY SCHUH AND JERNIGAN (PBS&J); AND SHOULD THE ADMINISTRATION NOT BE ABLE TO NEGOTIATE AN AGREEMENT WITH THE TOP-RANKED FIRM, AUTHORIZING THE ADMINISTRATION TO NEGOTIATE WITH THE SECOND-RANKED FIRM OF MC HARRY ASSOCIATES.**

**WHEREAS**, City facilities in Miami Beach range in age from historic buildings from the 1920s to the Police building built in 1987; and

**WHEREAS**, knowledge of facility condition is critical to an effective facility management program and this knowledge can only be attained by facility inspections; and

**WHEREAS**, the City does not have the excess capacity to conduct cyclical full control inspections of all City buildings/facilities; inspections which are essential to a successful property management program; and

**WHEREAS**, on April 14, 2004, the City Commission authorized the issuance of Request for Qualifications No. 26-03/04 to solicit qualifications from professional firms with the capability and experience to provide building inspection services to develop an immediate needs assessment and a five year plan for capital repair, and replacement requirements and a annual maintenance plan (the RFQ); and

**WHEREAS**, the RFQ was issued on April 21, 2004, with an opening date of May 7, 2004; and

**WHEREAS**, five (5) proposals were received in response to the RFQ, by the following firms:

- Indigo Service Corporation;
- MC Harry Associates;
- Post Buckley Schuh and Jernigan (PBS&J);
- ConsulTech Transportation, Inc.;
- VFA, Inc.; and

**WHEREAS**, VFA, Inc.'s proposal was deemed non-responsive by the Procurement Division do to VFA's unavailability to meet the RFQ requirement that its staff be certified by the State of Florida for building inspections; and



**WHEREAS**, an Evaluation Committee was appointed by the City Manager via Letter to Commission (LTC) No. 124-2004, consisting of the following individuals:

- DeeDee Weithorn, Miami Beach Citizen (Committee Chair)
- Brad Judd, Property Management Director
- Daniel Cabrera, Miami Beach Citizen
- Alex Rolandelli, Development Coordinator, CIP
- Viviana Alemany, Property Management Construction Manager
- Tom Mooney, Planning Department; and

**WHEREAS**, on June 24, 2004, the Evaluation Committee convened and discussed the qualifications and credentials of all four responsive firms, and the Committee's consensus at the end of the meeting was to invite three (3) of the four (4) firms to provide a 15-minute presentation, followed by a 15-minute question and answer session; and

**WHEREAS**, the Committee reconvened on July 19, 2004, for the second meeting; the Committee members discussed their individual ranking of all the firms and ranked the top three firms accordingly:

- First: Post Buckley Schuh and Jernigan (PBS&J);
- Second: MC Harry Associates;
- Third: Indigo Service Corporation; and

**WHEREAS**, the City Manager has reviewed the Evaluation Committee's recommendation, and recommends that the Mayor and City Commission accept the Committee's recommendation, relative to the ranking of firms pursuant to the RFQ and would recommend that the Administration enter into negotiations with the top-ranked firm of Post Buckley Schuh and Jernigan; and if unsuccessful, negotiate with the second-ranked firm of M.C.Harry Associates.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, that the Mayor and City Commission accept the recommendation of the City Manager pertaining to the ranking of firms pursuant to RFQ No. 26-03/04, and authorize the Administration to enter into negotiations with the top-ranked firm of Post Buckley Schuh and Jernigan; and should the Administration not be able to negotiate an agreement with the top-ranked firm, authorize the Administration to negotiate with the second-ranked firm of M.C.Harry Associates.

**PASSED and ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2004.

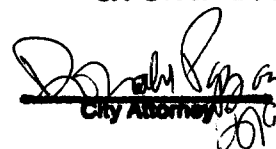
**ATTEST:**

\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
**CITY CLERK**

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**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

  
\_\_\_\_\_  
City Attorney Date 8/15/04

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CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY



**Condensed Title:**

A Resolution authorizing the Administration to issue an RFP for Claim Administration Services for administration of the Workers' Compensation program.

**Issue:**

The City is approved by the State to self insure for Worker's Compensation. The State requires an approved/certified administrator. The current contract with Johns Eastern Co. expires on January 31, 2005. Failure to obtain an approved/certified administrator will result in the loss of the City's self-insurance status.

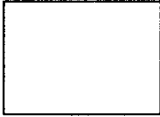
**Item Summary/Recommendation:**

Authorize the RFP to obtain an approved/certified administrator and to continue with the City's self-insured Workers' Compensation program.

**Advisory Board Recommendation:**

N/A


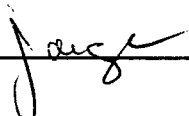
**Financial Information:**

| Source of Funds:<br><br>Finance Dept. |       | Amount | Account | Approved |
|--|-------|--------|---------|----------|
|  | 1     |        |         |          |
|  | 2     |        |         |          |
|  | 3     |        |         |          |
|  | 4     |        |         |          |
|  | Total |        |         |          |

**City Clerk's Office Legislative Tracking:**

Cliff Leonard/Mayra Buttacavoli

**Sign-Offs:**

| Department Director   | Assistant City Manager | City Manager  |
|---|------------------------|---|
|  |                        |  |

AGENDA ITEM C70  
DATE 9-8-04

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** September 8, 2004

**From:** Jorge M. Gonzalez  
City Manager

**Subject:** A RESOLUTION OF THE MAYOR AND COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE ADMINISTRATION TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR CLAIM ADMINISTRATION SERVICES FOR THE CITY OF MIAMI BEACH SELF-INSURED WORKERS' COMPENSATION PROGRAM.

### **ADMINISTRATION RECOMMENDATION:**

Adopt the resolution.

### **ANALYSIS:**

The City is approved by the Florida Department of Labor and Employment Security/Division of Workers' Compensation to self-insure for Workers' Compensation. The Division of Workers' Compensation requires that the claims administration be provided by a State Certified Workers' Compensation Claims Administrator.

On January 10, 2001, the Mayor and City Commission authorized the Administration to execute an Agreement with Johns Eastern Co. as the State Certified Workers' Compensation Claims Administrator. The Agreement period was for two years with renewal options for two additional one-year periods. The Administration has continued the Agreement through option years one and two for a total service agreement period of four years. The current Agreement expires on January 31, 2005. The issuance of an RFP will allow the City to move forward with the selection of a State Certified Workers' Compensation Claims Administrator.

### **CONCLUSION:**

The City Administration recommends that the City Commission authorize the Administration to issue a Request for Proposals for Claims Administration Services for the City of Miami Beach Self-Insured Workers' Compensation Program.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION  
OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING  
THE ADMINISTRATION TO ISSUE A REQUEST FOR  
PROPOSALS (RFP) FOR CLAIM ADMINISTRATION  
SERVICES FOR THE CITY OF MIAMI BEACH SELF-INSURED  
WORKERS' COMPENSATION PROGRAM.**

**WHEREAS**, the City is approved by the Florida Department of Labor and Employment Security/Division of Workers' Compensation to self-insure for Workers' Compensation; and

**WHEREAS**, the Division of Workers' Compensation requires that claims administration be provided by a State Certified Workers' Compensation Administrator; and

**WHEREAS**, on January 10, 2001, the Mayor and City Commission authorized the Administration to execute an Agreement with Johns Eastern Co., as the State Certified Workers' Compensation Administrator, to provide the claims administration for the Self-Insured Workers Compensation Program for two years, with renewal options for two additional one-year periods; and

**WHEREAS**, the Administration has continued the Agreement with Johns Eastern Co. through option years one and two for a total service agreement period of four years, which expires on January 31, 2005; and

**WHEREAS**, the issuance of an RFP for the aforesaid services would allow the City to move forward with the selection of a State Certified Workers' Compensation Administrator as required by the Division of Workers' Compensation.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, that the Mayor and City Commission hereby authorize the Administration to issue a Request for Proposals (RFP) for Claim Administration Services for the City of Miami Beach Self-Insured Workers' Compensation Program.

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2004.

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

  
\_\_\_\_\_  
City Attorney

8/20/04  
\_\_\_\_\_  
Date

## **SECTION I -OVERVIEW AND PROPOSAL PROCEDURES:**

### **A. INTRODUCTION/BACKGROUND**

The City of Miami Beach is seeking proposals for third party claims administration services for its self-insurance Worker's Compensation program. The administrator will provide all specified adjusting services for all claims as well as all other required services, such as administrative, managed care/medical case management, computerized claims/loss statistical information (RMIS) and banking/loss fund reconciliation. The specific required services are outlined in greater detail within this request for proposals.

The City is seeking a one (2) year contract proposal with three 1-year option periods. Proposals to handle only selected parts will not be considered. It is understood by the successful proposer that all services are to be provided by the proposer's employees and cannot be contracted out to another party without the prior approval of the City. The commencement date of the contract will be 02/01/05. The City's current claims administrator is John Eastern Company. Johns Eastern Co. has provided administration for the City's self-insured worker's compensation program since 1986.

The City has approximately 1,600 employees. The City averages 500 claims annually. The breakdown is estimated at 440 medical only and 60 lost time. The City currently has approximately 370 open claims. Prior to October 1996, the City purchased excess workers' compensation insurance. The City does not currently purchase excess workers' compensation insurance.

The City currently pays full salary (for a maximum of 32 weeks) for service related injury. In view of this, temporary total indemnity benefits will not need to be paid by the claims administrator unless the injured employee is eligible for temporary total benefits in excess of 32 weeks. In addition, certain medical conditions and work related activities are covered as workers' compensation for police and fire personnel pursuant to union contract. The City is currently under a Managed Care Arrangement, but will consider opting out provided the proposer has the ability to provide medical case management with qualified personnel.

All proposers are to assume the complete handling of all future and past claims now being handled by our present administrator (please see attachment for open/closed claims for all years) along with all new claims. The information provided regarding the volume and type of pending claims to be assumed is based on the latest information provided to the City and cannot be guaranteed as to its accuracy. If the amount of prior claim files to be taken over is 25% greater than represented in this RFP, the City will consider a proportionate adjustment to the proposer's flat annual fee. It is the responsibility of the proposer to review prior claim files to determine the additional proposed cost, if any, to take over these files. It is also required that the claim data associated with all claims occurring prior to 02/01/05 be transferred into the proposer's computer information system, so that future loss runs will contain a complete history of

all claim years. The transfer of all claims data must be completed by 06/01/05. The proposer is responsible for specifically indicating in their proposal the fees, if any, for assumption of prior claims and the data conversion. Information on pending claim counts is included in this RFP.

## **B. TERM OF CONTRACT**

This servicing contract is to be for a period of one (2) years, with three 1-year option periods, commencing 02/01/05. Proposed rates are to be guaranteed annual fees. (as opposed to per claim, time and expense or any other fee proposal). Proposals not containing an all inclusive guaranteed annual fees for all specified services (except managed care/medical case management), will not be considered.

The program is run on an "occurrence" basis, therefore, all claims occurring in the contract year, regardless of when reported, are to be handled per the requirements of this agreement. The claim administrator is required to handle all claims to their conclusion or to the conclusion of the contract, whichever occurs first, at no additional charge to the City other than the annual fee. The contract may be terminated by either party with ninety (90) days written notice to the other. However, any cancellation does not alter the administrator's obligation to handle all claims prior to the termination date.

## **SECTION II -SCOPE OF SERVICES**

### **A. WORKERS' COMPENSATION CLAIMS ADJUSTING AND INVESTIGATION SERVICES:**

Upon receipt of all workers' compensation claims, the claims administrator shall perform the following:

1. The claim manager or supervisor will review all notices of injury received from the City prior to the assignment to an adjuster.
2. Accept or deny all reported claims for employees' injuries on behalf of the City in accordance with the applicable Workers' Compensation Law.
3. To conduct the required investigations as deemed necessary as it relates to workers' compensation including scene investigations and personal claimant contact on all lost time or light duty cases. Contact with claimants is to be made within 24 hours of the administrator's receipt of the claim.
4. Subject to the prior approval of, and at the expense of the City, employ outside professionals such as surveillance, rehabilitation, experts and attorneys to assist in the investigation and adjustment of claims. Payment will be made by the administrator from the loss fund as an allocated expense.
5. Review all medical bills and other services for which a claim is being made for reasonableness and conformity to appropriate medical and surgical fee schedules and network discounts.
6. Coordinate the medical treatment of all claims by setting appointments and authorizing necessary physician referrals and treatments.
7. Every 14 days provide written notification indicating all employees that are not working in a full duty unrestricted capacity.
8. Every 90 days, submit a full summary report to the City on all claims of the following types:
  - any claim in which an employee is not working full duty
  - total incurred value exceeding \$50,000
  - potentially controverted cases
  - claims in which settlement (washout) is recommended
9. The administrator must have approval for all settlements. For settlements for more than \$10,000, the administrator will submit a full captioned report to the City summarizing all issues and evaluating exposures along with a settlement recommendation for City approval.



10. Prepare and maintain files necessary for legal defense of claims and/or other litigation (such as actions for subrogation) or other proceedings.
11. Pay in a timely fashion all claims and expenses from the loss fund account established by the City, which will be maintained by the administrator. Fees, interest and civil penalties required due to late payments or adjuster mishandling are to be paid by the administrator unless caused by late reporting from the City.
12. Pursue all possibilities of subrogation, liens and recovery from the Special Disability Fund.
13. The City will approve and assign the attorneys that provide the defense of claims. The administrator is to provide the defense attorney a complete copy of the file in question at the time an assignment is made. The administrator will provide a monthly report to the City regarding new legal assignments.
14. The administrator will attend workers' compensation hearings and mediation as requested by the City.
15. Have the ability to provide managed care services/and or medical case management pursuant to Florida Statutes with nurses/medical case managers employed by the administrator and located in the local claims office. Provide your fees for these services separately, as these fees will be paid as allocated expenses. The City is currently under a Managed Care Arrangement, but will consider both Managed Care or opting out and utilizing medical case management by qualified personnel.

#### **B. STAFFING AND PERSONNEL:**

It is the City's claims management philosophy that the proper and most cost-effective method to handle claims and thereby reduce and control the City's self-insured loss payments is to ensure the administrator hires and retains the appropriately qualified professionals to handle our claims. Additionally, the adequate number of adjusters and a manageable caseload enables qualified adjusters to perform the required services. The City therefore requires that the proposer agree to staffing, qualifications and caseload criteria established by the City.

The City reserves the right to the final prior approval of the hiring and/or assignment of the claims manager, supervisors and adjusters that are to handle the City's claims.

The required maximum open case loads for adjusters are to be as follows (claims manager should not handle files):

workers' compensation (lost time) - 100  
workers' compensation (medical only) - 500

The administrator agrees to add staff as necessary to maintain these maximum pending caseload levels. Explain how the office or unit will be staffed and explain the level of supervision that will be provided. Claims personnel must be employees of the administrator. The use of independent adjusters, subcontractors or temporary adjusters is not acceptable without prior approval of the City. Adjuster trainees are not acceptable for handling of the City's claims. Additionally, resumes of all claims professionals specifically assigned to this account are to be submitted with this proposal. All claims professionals must possess a current Florida Workers, Compensation adjuster's license.

#### **C. ADMINISTRATION SERVICES:**

The administrator will additionally perform the following related services:

- 1) State required filings
- 2) Loss fund management
- 3) Computer generated loss runs and other management reports as required

#### **D. STATE REQUIRED FILINGS:**

1. The administrator will prepare and file, on behalf of the City, with the appropriate state agency, all applications required for the City's continued qualification as a self-insurer.
2. Prepare, maintain, and file all records and reports as may be required by legal authorities (state or federal).
3. Prepare, maintain and file statistical information required by workers' compensation rating bureaus, including all data required for the promulgation of the City's experience modification and state assessments. (BSI-17)
4. Prepare and file any other reports as required by the City and the state relating to claims experience, payments, etc.

#### **E. LOSS FUND MANAGEMENT:**

1. The Claim Payment Account will be maintained at the City's commercial banking institution. The account will be classified as part of the analysis group of City accounts. The City will pay all service fees that are normal and customary in this account. All interest earned or service credits generated will accrue to the benefit of the City.
2. The claims administrator is required to follow Florida law concerning public deposits. Failure to comply with Florida law is sufficient cause for the City to terminate the contractual agreement with the claims administrator.
3. All claims, expense and legal payments will be made by the claims administrator on checks drawn on an account set up by the administrator and funded monthly by the

City. It is understood that all funds in this account are City funds and are to be returned to the City upon request or at termination of this contract.

4. The administrator is responsible for the monthly reconciliation of this account and will provide bank statements to the City monthly, along with a request for a deposit from the City to maintain the monthly balance in the loss fund, as determined by the City.
5. The monthly reconciliation statement submitted by the administrator to the City will include the following:
  - balance at inception of statement period
  - total disbursements which cleared, by date and claimant/payee
  - balance at close of statement period
  - amount of deposit required
6. A list of all checks is to be submitted monthly.

#### **F. COMPUTER LOSS INFORMATION:**

All charges related to these services are to be included in the annual claims administration fee. Any costs associated with programming changes that are necessary to create a report required by the City are the responsibility of the administrator. Advise what reports can be provided beyond those requested by the City and whether there is an additional charge for these optional reports. Indicate any fees to be charged for the creation of any special reports requested by the City, as necessary. All reports currently provided to the City are required from the successfully selected administrator.

All claims data is the property of the City and any data and media will be provided to the City upon request or upon termination of this agreement. All computer notes will be printed out and placed in the files prior to file transfer to a successive administrator.

The selected administrator, at their expense, will ensure all claim and payment data is included in their loss runs by 06/01/05. Historical data from our current administrator's database cannot be purged. Claims data for all open and closed claims must be transferred. The selected administrator's computer software system must be compatible with Johns Eastern's system for data conversion. Information regarding Data Conversion from Johns Eastern to a New TPA is attached to the proposal.

Loss runs are to be provided on a semi annual basis (2 copies) with cd backup, sorted separately by policy year, and department/location. Loss runs should list each claim separately. Specific summary reports also must be provided. The following reports are required:

1. Claims list - lists all claims alphabetically including department/location
2. Check register/disbursements
3. Annual summary reports
4. Location report

5. Large loss or severity report
6. Loss prevention reports to include accident frequency and severity, cause, nature and body part
7. Litigation report
8. Legal payments report
9. SAF 200 (OSHA log)

Workers' compensation claims involving no payment or no medical treatment are reported by the City for inclusion in the data base as reporting purpose only (RPO) or first aid or no pay cases and should be identified in the system that way. The administrator must provide the City the ability to access the system via the internet for file review, e-mail or other purposes.

## **G. CLAIMS HISTORY**

The information provided as to current pending claims data is provided by our current administrator and is accurate to the best of the City's knowledge. The proposer has the right to contact the present administrator to review current files if desired and it is the responsibility of the proposer to confirm the pending claim counts in order to determine any takeover fees. Please see attached for a claim experience.

#### **SECTION IV -EVALUATION/SELECTION PROCESS; CRITERIA FOR EVALUATION**

The procedure for proposal evaluation and selection is as follows:

1. Request for Proposals issued.
2. Receipt of proposals.
3. Opening and listing of all proposals received.
4. An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each proposal in accordance with the requirements of this RFP. If further information is desired, proposers may be requested to make additional written submissions or oral presentations to the Evaluation Committee.
5. The Evaluation Committee shall recommend to the City Manager the proposal or proposals acceptance of which the Evaluation Committee deems to be in the best interest of the City.

The Evaluation Committee shall base its recommendations on the following factors:

- The proposer's qualifications and experience in providing Florida Workers' Compensation administration services. Value-Twenty Percent (20%)
  - The qualifications and experience of the proposer's personnel that will be assigned to the account. Value-Twenty Percent (20%)
  - Cost of services provided (fee). Value-Thirty Percent (30%)
  - Demonstration of successful prior performance in providing these services and knowledge of Florida municipal agencies. Value-Twenty Percent (20%)
  - Proposer's references. Submit a list of Florida based current clients. Also submit a list of clients which discontinued using your service in the past two (2) years. Value-Ten Percent (10%)
6. After considering the recommendation(s) of the Evaluation Committee, the City Manager shall recommend to the City Commission the proposal or proposals acceptance of which the City Manager deems to be in the best interest of the City.
  7. The City Commission shall consider the City Manager's recommendation(s) in light of the recommendation(s) and evaluation of the Evaluation Committee and, if appropriate, approve the City Manager's recommendation(s). The City Commission may reject City Manager's recommendation(s) and select another proposal or proposals. In any case, City Commission shall select the proposal or

proposals acceptance of which the City Commission deems to be in the best interest of the City. The City Commission may also reject all proposals.

8. Negotiations between the selected proposer and the City Manager take place to arrive at a contract. If the City Commission has so directed, the City Manager may proceed to negotiate a contract with a proposer other than the top-ranked proposer if the negotiations with the top-ranked proposer fail to produce a mutually acceptable contract within a reasonable period of time.
9. A proposed contract or contracts are presented to the City Commission for approval, modification and approval, or rejection.
10. If and when a contract or contracts acceptable to the respective parties is approved by the City Commission, the Mayor and City Clerk sign the contract(s) after the selected proposer(s) has (or have) done so.

Important Note:

By submitting a proposal, all proposers shall be deemed to understand and agree that no property interest or legal right of any kind shall be created at any point during the aforesaid evaluation/selection process until and unless a contract has been agreed to and signed by both parties.

**A. CONTENTS OF PROPOSAL**

1. Table of Contents  
Outline in sequential order the major areas of the proposal, including enclosures. All pages must be consecutively numbered and correspond to the table of contents.
2. Proposal Points to Address:  
Proposer must respond to all minimum requirements listed below, and provide documentation which demonstrates ability to satisfy all of the minimum qualification requirements. Proposals which do not contain such documentation may be deemed non-responsive.
3. Price Proposal  
Proposer must include price which will be charged to the City.
4. Acknowledgment of Addenda and Proposer Information forms (Section VIII)
5. Any other document required by this RFP, such as a Questionnaire or Proposal Guaranty.

**B. MINIMUM REQUIREMENTS / QUALIFICATIONS:**

1. Must be approved as Claim Administrator by the State of Florida Division of Worker's Compensation –Minimum Ten Years (10)
2. Response to Supplemental Questions (attachment).
3. Provide samples of loss runs.
4. Explain and provide all managed care/medical management information for approval by the City (network information, grievance procedure, experience level of staff etc.).

#### **A. SUPPLEMENTAL QUESTIONS:**

Specific requirements regarding services have been outlined in prior sections of this RFP. In addition to information that may be provided in your proposal and required elsewhere in this RFP, please answer the following (restate question in each answer):

1. Where is your office located.
2. Number of professional claim staff at that location.
3. Number of clerical and/or support staff at location.
4. Name, experience, resume and professional designations of claim manager.
5. Name, experience, license type, resume and professional designations of any supervisory level employees that will have responsibility for this account.
6. Name, experience, license type, resume and professional designations of the designated adjusters that will have responsibility for this account.
7. Advise the current pending case load for each designated adjuster.
8. What is the current number of monthly new assignments to each adjuster.
9. Will the award of this contract necessitate an increase in your staff size to meet the City's staffing and caseload requirements and will that be in place by 02/01/05.
10. Name the 4 law firms (2 workers' compensation, 2 liability) that you currently handle the most cases with. Provide a contact person and phone number.
11. Estimate the percentage of time your adjusters are out of the office doing field work. If all are telephone adjusters, please indicate.
12. Do you utilize independent contracted adjusters and under what circumstances.
13. Name, address, phone and contact person for independents you utilize.
14. Can you provide all the required services with your own personnel.



15. Do your adjusters receive any continuing education and training. Explain.
16. Do you currently file state and excess insurance forms on behalf of your clients. Explain.
17. Do you have the capability to provide all the loss data reports required. Explain.
18. Do you have the ability to transfer the City's prior claims data to your information system by 02/01/05.
19. Explain any fees proposed for managed care, medical case management, bill review, UR and rehabilitation services. These are not to be included in the annual fee proposed.
20. Explain, in detail, any deviation from the services or fee structure type required, specifically indicating any services you cannot perform. Specifically indicate what you consider as allocated expenses and therefore not included in your annual fee proposal amount.